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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 04, 2013

30 June 4, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO FILE KEEPERS, LIMITED LIABILITY
COMPANY, TO PROVIDE CASE RECORD STORAGE AND RETRIEVAL SERVICES
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks Board approval to award a three-year contract to File Keepers, Limited Liability Company (LLC) to provide case record storage and retrieval services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS or her designee to prepare and execute a contract with File Keepers, LLC, substantially similar to the attached contract to provide case record storage and retrieval services. The contract will be effective July 1, 2013 through June 30, 2016, at an estimated maximum contract cost of \$8 million for the three-year term or estimated \$2.6 million, annually. The cost of this contract is funded with State and federal funds and an annual net County cost (NCC) of \$234,000.
2. Delegate authority to the Director of DPSS or her designee to prepare and execute an amendment to extend the contract for two additional one-year extensions, at an estimated annual amount of \$2.6 million. The approval of County Counsel as to form will be obtained prior to executing such amendments.
3. Delegate authority to the Director of DPSS or her designee to prepare and execute amendments to the contract to increase the firm fixed rates by no more than ten percent and to decrease the firm fixed rates based on changes in services. The approval of County Counsel will be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 4, 2008, the Board approved a five-year contract with File Keepers, LLC, to provide case record storage and retrieval services for DPSS. The current contract with File Keepers, LLC, expires on June 30, 2013. The recommended new contract term is for three years commencing on July 1, 2013 through June 30, 2016, with the option of two additional one-year extensions. DPSS has opted for a three-year contract as we anticipate less need in the future to store and maintain physical case records once the Electronic Document Management System project is fully implemented.

Under the contract, File Keepers, LLC, will continue to provide DPSS with secured case record storage and transport cases and other documents from 96 DPSS locations for storage in a manner that allows for rapid retrieval upon request. At the start of the new contract effective July 1, 2013, File Keepers, LLC, will securely store approximately 400,000 boxes of open and closed case records.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #1: Operational Effectiveness: Maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The estimated cost for the three-year period of July 1, 2013 through June 30, 2016 is \$8 million or \$2.6 million annually. Since there is a CalWORKs and CalFresh Maintenance of Effort requirement, which will be met by the County, there is no additional NCC for these programs. The share of costs associated with other programs, such as General Relief, results in an annual estimated NCC of \$234,000. Funding for this contract is included in the Fiscal Year 2013-14 Recommended Budget. Funding for future years will be included in the Department's annual budget requests.

The contractor will be paid monthly in arrears for the provision of case record storage and retrieval services. The rates are firm and fixed for the three-year term and do not provide for cost-of-living adjustments.

This contract is not subject to a contract maximum. However, we anticipate continued decreases in storage costs resulting from ongoing annual case destruction projects.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

File Keepers, LLC, is a private corporation founded in 1975, which provides expertise in the field of records and information management, including pick-up and delivery services, storage and retrieval of records and documents. File Keepers, LLC, is a wholly owned subsidiary of Raleigh Enterprises, a Los Angeles-based, privately held real estate development and management company.

The contract terms and conditions have been approved by County Counsel as to form. The contract contains the Board's required contract provisions including the considerations to hire participants of the Greater Avenues for Independence Program and General Relief Opportunities for Work Program, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and Child Support Compliance program. The award of this contract will not result in unauthorized disclosure of

confidential information and will be in full compliance with federal, State, and County regulations.

The new contract is not a Prop A contract as the bulk of this contract is for storage rather than for services. The contractor is in compliance with all Board, Chief Executive Office, and County Counsel requirements.

CONTRACTING PROCESS

On December 12, 2012, DPSS received California Department of Social Services' (CDSS) approval to procure a five-year contract for case record storage and retrieval services through competitive solicitation. This allowed DPSS to request a three-year contract term with two additional one-year options. CDSS contract guidelines generally limit contract terms to three years without prior CDSS approval.

The Request for Proposals (RFP) was released on December 24, 2012, and posted on the Internal Services Division and DPSS contracting websites. The RFP was advertised in the Los Angeles Times, La Opinion and San Gabriel Tribune during the first week of December. On January 28, 2013, DPSS received three proposals.

During the evaluation process two proposals were disqualified as both proposers had exceptions to the contract provisions that would have resulted in material changes to the terms of the agreement. As a result, DPSS determined that it could not satisfactorily negotiate a contract with either proposer. Both proposers requested a Disqualification Review. On March 6, 2013, DPSS sent the Disqualification Review results to both proposers supporting the determination to disqualify their proposals.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will allow DPSS to continue seamless services and reduce risk of exposure as the need to transfer sensitive cases and other documents to another entirely new contractor is not required.

The recommended action will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The award of this contract will enable the Department to continue effective case storage and retrieval processes

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

The Honorable Board of Supervisors

6/4/2013

Page 4

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:pb

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Office

**County of Los Angeles
Department of Public Social Services**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FILE KEEPERS, LLC

FOR

CASE RECORD STORAGE AND RETRIEVAL SERVICES

CONTRACT NUMBER

FKCR13001

**Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411**

July 1, 2013

TABLE OF CONTENTS

| | |
|---|-----------|
| RECITALS | 1 |
| 1.0 APPLICABLE DOCUMENTS..... | 2 |
| 2.0 DEFINITIONS..... | 2 |
| 3.0 SCOPE OF WORK..... | 13 |
| 4.0 TERM OF CONTRACT | 13 |
| 5.0 CONTRACT RATES | 15 |
| 5.1 BASIC COMPENSATIONS..... | 15 |
| 5.2 METHOD OF PAYMENT | 15 |
| 5.3 INVOICING | 17 |
| 5.4 PAYMENT PROCESSING..... | 18 |
| 5.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION /TERMINATION OF CONTRACT..... | 20 |
| 5.6 COUNTY APPROVAL OF INVOICES | 20 |
| 6.0 ADMINISTRATION OF CONTRACT- COUNTY | 20 |
| 6.1 COUNTY'S CONTRACT ADMINISTRATOR..... | 20 |
| 6.2 COUNTY'S CONTRACT PROGRAM MONITOR | 21 |
| 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR..... | 21 |
| 7.1 CONTRACTOR'S CONTRACT MANAGER | 21 |
| 7.2 APPROVAL OF CONTRACTOR'S STAFF..... | 21 |
| 7.3 OTHER CONTRACTOR PERSONNEL | 22 |
| 7.4 CONTRACTOR'S STAFF IDENTIFICATION..... | 22 |
| 7.5 BACKGROUND AND SECURITY INVESTIGATIONS..... | 22 |
| 7.6 CONFIDENTIALITY | 23 |
| 8.0 STANDARD TERMS AND CONDITIONS..... | 24 |
| 8.1 ASSIGNMENT AND DELEGATION..... | 24 |
| 8.2 AUTHORIZATION WARRANTY | 25 |
| 8.3 BUDGET REDUCTIONS | 25 |
| 8.4 CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76) | 25 |
| 8.5 CHANGE OF ADDRESS | 26 |
| 8.6 CHANGE NOTICES AND AMENDMENTS..... | 26 |
| 8.7 CHILD/ELDERLY ABUSE/FRAUD REPORTING | 27 |

TABLE OF CONTENTS

| | | |
|------|---|----|
| 8.8 | COLLECTIVE BARGAINING CONTRACT | 27 |
| 8.9 | COMPLAINTS | 27 |
| 8.10 | COMPLETION OF CONTRACT | 28 |
| 8.11 | COMPLIANCE WITH APPLICABLE LAW | 28 |
| 8.12 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 30 |
| 8.13 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 30 |
| 8.14 | COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACTS | 32 |
| 8.15 | CONFIDENTIALITY | 32 |
| 8.16 | CONFLICT OF INTEREST | 32 |
| 8.17 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 33 |
| 8.18 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS..... | 33 |
| 8.19 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 33 |
| 8.20 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 36 |
| 8.21 | CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE | 36 |
| 8.22 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM..... | 37 |
| 8.23 | COUNTY'S QUALITY ASSURANCE PLAN..... | 37 |
| 8.24 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 38 |
| 8.25 | DISPUTES..... | 38 |
| 8.26 | DISCLOSURE OF INFORMATION OF PUBLICITY | 38 |
| 8.27 | EMPLOYMENT ELIGIBILITY VERIFICATION..... | 39 |
| 8.28 | EMPLOYEE SAFETY | 39 |
| 8.29 | FACSIMILE REPRESENTATIONS..... | 39 |
| 8.30 | FAIR LABOR STANDARDS | 40 |
| 8.31 | FISCAL ACCOUNTABILITY | 40 |
| 8.32 | FORCE MAJEURE | 41 |
| 8.33 | GOVERNING LAW, JURISDICTION, AND VENUE | 42 |
| 8.34 | INDEPENDENT CONTRACTOR STATUS..... | 42 |
| 8.35 | INDEMNIFICATION | 43 |
| 8.36 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 43 |
| 8.37 | INSURANCE COVERAGE | 48 |

TABLE OF CONTENTS

| | | |
|------|---|----|
| 8.38 | LIQUIDATED DAMAGES | 49 |
| 8.39 | MOST FAVORED PUBLIC ENTITY | 51 |
| 8.40 | NONDISCRIMINATION AND AFFIRMATIVE ACTION..... | 51 |
| 8.41 | NON EXCLUSIVITY..... | 52 |
| 8.42 | NOTICE OF DELAYS | 52 |
| 8.43 | NOTICE OF DISPUTES | 53 |
| 8.44 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 53 |
| 8.45 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 53 |
| 8.46 | NOTICES..... | 53 |
| 8.47 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 53 |
| 8.48 | PUBLIC RECORDS ACT | 54 |
| 8.49 | PUBLICITY | 54 |
| 8.50 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 55 |
| 8.51 | RECYCLED BOND PAPER..... | 56 |
| 8.52 | SUBCONTRACTING | 56 |
| 8.53 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 58 |
| 8.54 | TERMINATION FOR CONVENIENCE | 58 |
| 8.55 | TERMINATION FOR DEFAULT | 59 |
| 8.56 | TERMINATION FOR IMPROPER CONSIDERATION..... | 60 |
| 8.57 | TERMINATION FOR INSOLVENCY..... | 61 |
| 8.58 | TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE | 61 |
| 8.59 | TERMINATION FOR NON-APPROPRIATION OF FUNDS..... | 62 |
| 8.60 | VALIDITY..... | 62 |
| 8.61 | WAIVER..... | 62 |
| 8.62 | WARRANTY AGAINST CONTINGENT FEES..... | 62 |
| 8.63 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 63 |
| 8.64 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..... | 63 |
| 8.65 | SHRED CONFIDENTIAL DOCUMENTS | 63 |

TABLE OF CONTENTS

| | | |
|------------------|--|-----------|
| 9.0 | UNIQUE TERMS AND CONDITIONS..... | 64 |
| 9.1 | CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT | 64 |
| 9.2 | OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT | 64 |
| 9.3 | PATENT, COPYRIGHT AND TRADE SECRET | 65 |
| SIGNATURES | | 67 |

TABLE OF CONTENTS

| | | |
|-------------------|--------------------------------|-----------|
| EXHIBIT A: | STATEMENT OF WORK (SOW) | 68 |
|-------------------|--------------------------------|-----------|

| TITLE | PAGE |
|--|-------------|
| PREAMBLE | 69 |
| 1.0 SCOPE OF WORK OVERVIEW | 70 |
| 1.1 Contractor Personnel | 70 |
| 1.2 Quality Control | 71 |
| 1.3 Hours of Operation | 72 |
| 2.0 COUNTY FURNISHED ITEMS | 73 |
| 2.1 Cultural Awareness/Sensitivity Training | 73 |
| 2.2 Civil Rights Training | 73 |
| 2.3 Child Abuse Training | 73 |
| 2.4 Elder Abuse | 73 |
| 2.5 County Furnished Materials | 73 |
| 2.6 Messenger Services for the Department of Children and Family Services | 73 |
| 3.0 CONTRACTOR FURNISHED ITEMS | 74 |
| 3.1 Personnel | 74 |
| 3.2 Equipment, Supplies, and Materials | 75 |
| 3.3 Storage Space | 75 |
| 3.4 Designated Site for Department of Children and Family Services | 75 |
| 3.5 Physical and Access Security | 75 |
| 3.6 Inventory System | 76 |
| 3.7 Posted Materials | 77 |
| 3.8 Training | 77 |
| 4.0 SPECIFIC TASKS & DELIVERABLES | 77 |
| 4.1 Initial Transfer, Inventory, Storage and Tracking of records and boxes for all Case Records | 77 |
| 4.2 Contractor Provided Messenger Pick Up & Delivery Service | 79 |
| 4.3 Receipt, Storage, Retrieval and Refiling Requirements for Open & Closed Case Records and Special Invoice Records | 82 |
| 4.4 Receipt, Storage, Retrieval and Refiling Requirements for Boxes of In-Home Supportive Services (IHSS) Timesheets, Boxes of General Relief/Non-Assistance Food Stamps or Non-Assistance CalFresh (NACF) Case Records/Documents and Boxes of Court/Audit Cases | 89 |

TABLE OF CONTENTS

| | | |
|------------|---|-----------|
| 4.5 | Release of Stored Records/Documents | 93 |
| 4.6 | Permanent Removal of Stored Records/Documents | 94 |
| 4.7 | Performance Outcome Measures..... | 95 |
| 4.8 | Contingency Plan for Work Stoppage..... | 96 |
| 4.9 | Monthly Management Report | 96 |
| 4.10 | Forms | 97 |
| 5.0 | Green Initiative..... | 98 |

EXHIBIT B:STATEMENT OF WORK TECHNICAL EXHIBITS

| | | |
|------|---|---------|
| B-1 | Performance Requirements Summary and Chart..... | 100-108 |
| B-2 | Contract Discrepancy Report | 109 |
| B-3 | Sample Invoice Opened, Closed & Special Invoice | 110 |
| B-4 | Sample Invoice IHSS Timesheets, GR/NAFS or GR/NACF & Court Case Boxes..... | 111 |
| B-5 | Sample Invoice for Department of Children & Family Services..... | 112 |
| B-6 | Estimated Workload | 113 |
| B-7 | County Office Address... .. | 114-118 |
| B-8 | Miscellaneous Transmittal (PA- 6-1)..... | 119 |
| B-9 | Request to Borrow Case Record Segments Transmittal | 120 |
| B-10 | Storage of Case Records Transmittal | 121 |
| B-11 | Request to Borrow Box(es) of Closed Cases or Boxed Forms (PA 2241-1)..... | 122 |

TABLE OF CONTENTS

| | | |
|-------------------|---|------------|
| EXHIBIT C: | PRICING SHEET..... | 123 |
| EXHIBIT D: | JURY SERVICE ORDINANCE..... | 123 |
| EXHIBIT E: | LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY..... | 128 |
| EXHIBIT F: | IRS NOTICE 1015..... | 129 |
| EXHIBIT G: | SAFELY SURRENDERED BABY LAW..... | 130 |
| EXHIBIT H: | DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT..... | 135 |
| EXHIBIT I: | BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION | 140 |
| EXHIBIT J: | DEFAULTED PROPERTY TAX REDUCTION PROGRAM..... | 142 |
| EXHIBIT K: | CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) | 145 |
| EXHIBIT L: | CERTIFICATION OF NO CONFLICT OF INTEREST..... | 157 |
| EXHIBIT M: | FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION | 158 |
| EXHIBIT N: | PROPOSER’S EEO CERTIFICATION | 159 |
| EXHIBIT O: | ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS..... | 160 |
| EXHIBIT P: | COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION..... | 161 |
| EXHIBIT Q: | COUNTY’S ADMINISTRATION..... | 162 |
| EXHIBIT R: | CONTRACTOR’S ADMINISTRATION | 163 |
| EXHIBIT S: | CHARITABLE CONTRIBUTION CERTIFICATION..... | 164 |

| | | |
|-------------------|--|------------|
| EXHIBIT T: | CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..... | 165 |
| EXHIBIT U: | CONTRACTOR, CONTRACTOR EMPLOYEE, AND CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTS | 166 |

Contract

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FILE KEEPERS, LLC
FOR
CASE RECORD STORAGE AND RETRIEVAL SERVICES**

This Contract and Exhibits are made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County and File Keepers, LLC, hereinafter referred to as Contractor. Contractor's principal place of business is located at 6277 E. Slauson Avenue, Los Angeles, California, 90040.

RECITALS

WHEREAS, the County may contract with private businesses for Case Record Storage and Retrieval Services when certain requirements are met; and

WHEREAS, Contractor is qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this Contract on behalf of County; and

WHEREAS, County lacks the experience and resources necessary to provide case record storage and retrieval services; and

WHEREAS, County is authorized by Government Code Section 26227 and 31000 to contract for such services, including those contemplated herein; and

WHEREAS, Contractor has submitted a proposal to County for provision of Case Record Storage and Retrieval Services and Contractor has been selected for recommendation for award of this Contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- | | | |
|------|-------------|--|
| 1.1 | EXHIBIT A - | Statement of Work |
| 1.2 | EXHIBIT B - | SOW Technical Exhibits |
| 1.3 | EXHIBIT C - | Pricing Sheet |
| 1.4 | EXHIBIT D - | Jury Service Ordinance |
| 1.5 | EXHIBIT E - | Listing of Contractors Debarred in Los Angeles County |
| 1.6 | EXHIBIT F - | IRS Notice 1015 |
| 1.7 | EXHIBIT G - | Safely Surrendered Baby Law |
| 1.8 | EXHIBIT H - | Determination of Contractor Non-Responsibility and Contractor Debarment |
| 1.9 | EXHIBIT I - | Background and Resources: California Charities Regulation |
| 1.10 | EXHIBIT J | Defaulted Property Tax Reduction Program |
| 1.11 | EXHIBIT K - | Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) |
| 1.12 | EXHIBIT L | Certification of No Conflict of Interest |
| 1.13 | EXHIBIT M | Familiarity with the County Lobbyist Ordinance Certification |
| 1.14 | EXHIBIT N | Proposer's EEO Certification |

- | | | |
|------|-----------|--|
| 1.15 | EXHIBIT O | Attestation of Willingness to Consider GAIN/GROW Participants |
| 1.16 | EXHIBIT P | County of Los Angeles Contractor Employee Jury Service Program –Certification Form and Application for Exception |
| 1.17 | EXHIBIT Q | County's Administration |
| 1.18 | EXHIBIT R | Contractor's Administration |
| 1.19 | EXHIBIT S | Charitable Contribution Certification |
| 1.21 | EXHIBIT T | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |
| 1.22 | EXHIBIT U | Contractor Employee Acknowledgement and Confidentiality Agreement |

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.6 Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable leeway or variance from a standard before County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 Board of Supervisors:

The governing body of the County of Los Angeles.

2.3 Box

A standard record storage carton measuring 12 inches by 10 ½ inches. Approximately 15 Legacy Case Records (older case

records can be filed in a standard storage carton, about 25 LEADER Case Records (newer case records) can be stored in a carton and approximately 54 Special Investigation Case Records can be stored in a carton. A standard Box takes up 1.2 cubic feet.

2.4 Budget

The document that details the Contractor's costs for providing services included in this Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.

2.5 Business Days

Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding County Holidays.

2.6 Calendar Day(s)

All days of the week including Saturdays, Sundays and County Holidays.

2.7 CalFresh

The name for California's Food Stamp Program has changed as a result of recent State law. The new name for the program is "CalFresh." CalFresh was established to improve the nutrition of people in low-income households. It does that by increasing their food-buying power, so they are able to purchase the amount of food their household needs. CalFresh benefits are used instead of money at the grocery store.

2.8 CalWORKs Program

California Work Opportunities and Responsibility to Kids is a federal mandated public assistance program administered by the County to provide temporary financial assistance and employment services to families with minor children. Eligible families receive cash aid and

Medi-Cal. CalWORKs families may be eligible for CalFresh benefits.

2.9 Case Name

The name shown on the manila or gray folder containing the Case Record.

2.10 Case Number

The unique seven-character case identifier assigned by the County for each Case Record. The Case Number may be numeric (see Legacy Case Number below) or alpha-numeric (see LEADER Case Number below). The Case Number may or may not have a four-digit prefix designating the responsible County and an aid category. For Legacy cases the first two digits of the prefix were always 19 for Los Angeles County. The second two digits of the prefix denoted the aid category.

The first four digits (the Prefix number) are not important to Case Record identification as far as any resultant Contract is concerned. For example, a Case Record may have been opened as a CalWORKs case with a number of 1930-1010101. If it is closed and then reopened as a General Relief (GR) case, it will be renumbered 1990-1010101. However, for the purpose of this Contract, the Case Number will at all times remain 1010101, and the Case Record is to be processed, filed and retrieved on the basis of this number with no references to any change in the prefix number.

2.11 Case Record

Closed Case Record

A collection of related documents treated as a standard unit of work. Closed Case Records will vary in size and may include several case segments.

Closed Case Record folders measure 11 ¾ inches by 9 ¾ inches with a one inch folder expansion. See Definition of LEADER for description of LEADER Paper Case Record.

Open Case Record

A collection of related documents treated as a standard unit of work. Open Case Records are maintained for all open public assistance cases and consist of the following types:

- Historical Case (a.k.a. “Master Case”) - Contains the historical documents for the open case since its inception. The Historical Case is used periodically by the eligibility staff. Under this Contract, all Historical Cases may be sent to Contractor for storage.
- Desk Portion (a.k.a. “Boost Case”) - Contains pertinent documents from the Historical Case plus the most recent documentation obtained during the required annual eligibility determination. Currently, eligibility staff keeps the Desk Portion at their desks. The current Desk Portions may all eventually be sent to Contractor as a result of LEADER implementation at DPSS offices. Eligibility staff will have only a small LEADER Paper Case Record at their desks until the case is terminated.

2.12 Case Segment

Case Records may consist of a varying number of Case Segments. Each Case Segment is contained in a separate manila folder and may be identified as “Financial Folder,” “CalFresh/Food Stamp Folder,” or other label. Each Case Segment uses the same unique Case Number assigned to the master Case Record. Contractor shall retrieve the Case Record, including all Case Segments, as a single retrieval. The LEADER paper Case Records do not have Case Segments.

2.13 Closing Date

A date assigned by County to each Case Record when it is closed.

2.14 Contract

Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, (Exhibit A).

2.15 Contract Discrepancy Report

A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with Contractor’s performance. If Contractor’s performance is determined to be unsatisfactory, the CCA is required to forward the CDR to Contractor for his response (See SOW Technical Exhibit B-2).

2.16 Contract Management Division

The Department of Public Social Services' Division responsible for the Contract.

2.17 Contractor

The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.18 Contractor Contract Manager

The individual designated by the Contractor to act as a liaison with the County and be responsible for the administration of the Contract operations after the Contract award.

2.19 County Contract Administrator (CCA)

Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.

2.20 County Contract Program Monitor (CPM)

County personnel under the supervision of the County Contract Administrator who is responsible for monitoring the Contractor's compliance with the contract provisions. The CPM is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.21 County Contract Director

Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.

2.22 Day(s)

Calendar day(s) unless otherwise specified.

2.23 Department of Children and Family Services (DCFS)

The County department responsible for providing protective services to children.

2.24 Department of Community and Senior Services (DCSS)

The County department responsible for providing Adult Protective Services (APS) to adults age 18 and over who are reported to be endangered by abuse, neglect, exploitation or unsafe and hazardous living conditions .

2.25 Department of Public Social Services (DPSS or Department)

The County department responsible for providing social and financial services to eligible persons in Los Angeles County.

2.24 Director

The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).

2.25 District Office

Office housing DPSS staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

2.26 Duplicate Processing (of case record(s))

This refers to Case Records which have 1) the same Close Date as the original Closed Case Record or 2) the same Case Number as the original Open Case Record previously received for processing or 3) a Case Record with the Same Case Name and Number as other Cases in storage, which the County has identified as the remaining closed Case Record and there is no other open Case Record or 4) been identified as converted from a Legacy Case Number to a LEADER Case Number and there is a stored Legacy Case record which must be combined with a LEADER Case Record for the same family. These situations result in more than one Case Record in storage and require that the Contractor pull the original case record(s) and band it together with any additional (duplicate) records and file the records together. The Inventory System must reflect that records have been combined in order to ensure future retrieval.

2.27 Fiscal Year

The 12 month period beginning July 1st and ending the following June 30th.

2.28 GAIN Participants

CalWORKs participants who are offered a wide range of services designed to help them transition from welfare dependence to employment. GAIN participants are an untapped pool of carefully

screened, motivated individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

2.29 General Relief

General Relief (GR) is a County-funded program that provides financial assistance to indigent adults who are ineligible for federal or State programs. An average GR case consists of one person, living alone, with no income or resources

2.30 Historical Boost

Historical Boost records contains all the case information beginning with the initial applications (e.g., CalWORKs, GR, CalFresh) and includes any annual documents such as the PA 481 (Primary Language Designation forms).

2.31 General Relief (GR) Program

A financial assistance program administered by the County for persons who are not eligible for federal or State assistance programs. The cost of this program is borne entirely by the County, and is reimbursable to the County when Participants are able to do so.

2.32 Late Delivery

Late delivery occurs when:

- a. Any or all deliverables (e.g., Retrieved Case Records/Boxes and Management Information Reports) are not delivered to the requestor in accordance with the time periods set forth in the Contract.
- b. Any deliverables which are not delivered and found to be in error will not be considered delivered until the requestor has received the requested item.

2.33 LEADER

An acronym for Los Angeles Eligibility Automated Determination, Evaluation and Reporting System, which has replaced other DPSS computer systems such as WISE and BITS. LEADER contains all necessary Case Record data, which results in a LEADER Paper Case Record much smaller than the previous DPSS Case Records.

LEADER Case Numbers

Alpha-numeric number assigned to records with the implementation of the LEADER system.

LEGACY Case Numbers

Numeric number assigned to records prior to the implementation of the LEADER system.

“Case Number” in this Contract may refer both to LEADER and its corresponding Legacy Case Number in this Contract.

2.34 Lot

The total number of service outputs in a surveillance period.

2.35 Multiple Closing Dates

A Case Record with one or more closing dates within the same calendar year.

2.36 Multiple Separate Family Case Record Storage

There may be multiple Separate Family Case Records (i.e., member(s) of the same family aided using the same seven-digit/character Case Number but with a different Separate Family number that could be any number between one and nine). All open historical Separate Family Case Records shall be stored as one Case Record based on the same-seven digit/character Case Number.

When each Separate Family Case Record is closed, County will search its data files to determine if other Separate Family Case Record(s) are still open and, if so, will alert Contractor (i.e., by indicating a special statement on the Transmittal) to store the recently closed Separate Family Case Record with the Open Case Record for the same Case Number until the last Separate Family Case Record is closed. At which point, Contractor shall pull the entire Open Case Record, combine it with the last Closed Separate Family Record, update the Inventory System to reflect the change in status from open to closed, and indicate the new location of the entire record stored as a Closed Case Record.

2.37 Participant

A person who participates in the GR or CalWORKs Program as either an applicant or Participant.

2.38 Performance Indicators

Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

2.39 Performance Requirements Summary

Identifies the key performance indicators of the Contract that will be evaluated by County to assure Contract performance standards are met by Contractor. (See SOW Technical Exhibit B-1).

2.40 Permanent Removal of a Box for Destruction

The process of locating and pulling a Box stored at Contractor's facility, updating the Inventory System to show that such Box has been removed and, in the case of a Box containing Case Records or Special Investigation Records on Contractor's Inventory System, to show that all of the Case Records or Special Investigation Records contained therein have been removed and making the Box available to County at the loading dock of Contractor's facility. No deletion of information will be made from Contractor's Inventory System in connection with permanent removal of a Box.

2.41 Pick-Up and Delivery Stops

Regularly scheduled Pick-Up and Delivery Stops as specified by County at each of the County office addresses listed in SOW Technical Exhibit B-7.

2.42 Quality Assurance

Those actions taken by County to check goods or services listed on the Performance Requirements Summary (PRS) to determine that they meet the requirements of the Statement of Work.

2.43 Quality Control Program

Those actions taken by Contractor to ensure that delivery of service is in conformance with the requirements of the Statement of Work.

2.44 Random Sample

A sampling method where each service output in a lot has an equal chance of being selected. This method may be used to numerically test the quality of services offered by Contractor in performance of the Contract conditions.

2.45 Receipt Date

Contractor shall assign a Receipt Date to all Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records, which shall be the date such Case/Special Investigation Records, Boxes of IHSS Timesheets, Boxes of Court/Audit Case Records and Boxes of GR/NAFS OR GR/NACF Case Records/Documents are picked up by Contractor's messenger from County offices for processing at Contractor's facility.

2.46 Receiving and Processing a New Record Case

The process of receiving a new Case Record at the Contractor's facility and 1) assigning it a Receipt Date, 2) placing its Case Number, Case Name, Receipt Date, Close Date and the number of the County office from which the New Case Record was sent, on the Contractor Inventory System and 3) placing it in storage.

2.47 Refiling of Case Record

The process of receiving a Borrowed Case Record and updating the Inventory System to reflect its return and placing it in storage. If the Borrowed Case Record was retrieved originally from a Box, it shall be returned to that Box whenever possible. In the event the record must be reboxed, the Inventory System must be updated to reflect the change.

2.48 Retrieval of a Case Record

The process of locating and pulling a Case Record (including all Case Segments) and updating the Contractor's Inventory System to show that the Case Record has been Borrowed or Withdrawn, the number of the County office which requested it, the date of request, whether it is a Regular Retrieval Request or Emergent Retrieval Request, and the date the Case Record was sent out for delivery.

2.49 Retrieval Request Forms

The documents used by County to request Case Records, Special Investigation Records, Boxes of IHSS Timesheets, and Boxes of GR/NAFS OR GR/NACF Case Records/Documents from Contractor will be lists which are computer generated, typewritten or legibly handwritten in English, and will list the information needed by Contractor to retrieve the Case Record, Special Investigation Record or Box (i.e., for a Case Record, the Retrieval Request Form will include the Case Name and Case Number of each requested

Case Record, and will give the number of the requesting County office).

2.50 Sample

A sample consists of one or more services outputs drawn from a lot, the outputs being chosen at random. The number of outputs in the sample is the sample size.

2.51 Standard

The acceptable level of performance set by the County for performing a service or activity.

2.52 Transmittal Forms

The documents used by County to send Case Records, Special Investigation Records, Boxes of IHSS Timesheets, and Boxes of GR/NAFS OR GR/NACF Case Records/Documents to the Contractor. Such forms may be computer generated, typewritten or legibly handwritten in English and will contain the necessary information for Contractor to use in receiving the Case Records, Special Investigation Records, Boxes of IHSS Timesheets and Boxes of GR/NAFS OR GR/NACF Case Records/Documents for storage and data entry to the Contractor's Inventory System (i.e., for Case Records, the Transmittal Form will list the Case Name, Case Number, the number of the submitting County office, and Close Date for closed records and shall identify which Records are Open. Special Investigation Records shall be identified as either negative or positive).

2.53 User Complaint Report

The report used by County to record Contract information and discrepancies or problems with Contractor performance. Contractor shall respond to each User Complaint.

2.54 Verification of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records/Documents and Boxes of Court/Audit Cases Received

The process of checking the accuracy of the information contained on the County Transmittal Forms against the actual Case Record, Special Investigation Record, Boxes of IHSS Timesheets and Boxes of GR/NAFS OR GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records received.

2.55 Scope of Work/Statement of Work

Means general terms or conditions included under the Contract (i.e., the Contractor will provide all personnel, materials, general supervision and other items or services necessary to perform the required services).

2.56 Subcontractor

An individual or business firm contracted with Contractor to perform all or part of the work defined in Statement of Work, Exhibit A to this Contract.

2.57 Workday

Throughout this Statement of Work, whenever “workday” appears, it means a normal workday, Monday through Friday, 8:00 a.m. to 5:00 p.m., except County observed holidays.

3.0 SCOPE OF WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum, Contractor shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at www.ladpss.org/dpss/contracts.

4.0 TERM OF CONTRACT

- 4.1 The contract term shall be for a period of three years with the County’s option of two (2) additional one (1) year extensions. The term of this Contract shall be from July 1, 2013 or one day following Board approval, whichever is later, and shall expire on June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contract is subject to the County’s right to terminate earlier for convenience, which includes non-appropriation of funds, default of

the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, and breach of warranty to maintain compliance with the County's Child Support Compliance Program., as defined more fully in sections 8.52, 8.53, 8.54, 8.55, 8.56, 8.57, and 8.58, 8.59 and 8.64.

- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify County's Department of Public Social Services when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided in Section 8.0, Standard Terms and Conditions, Subsection 8.52, Subcontracting, subparagraph 8.52.8.

5.0 CONTRACT RATES

5.1 Basic Compensation

Firm Fixed Rates per Unit of Service

The Contractor's rates shall remain firm and fixed during the term of the Contract, as set forth in Exhibit C, Pricing Sheet. The bid is based upon a firm fixed unit cost per service category that is modified only by the deduction outlined in Exhibit B, SOW Technical Exhibits, B-1, Performance Requirements Summary (PRS) Chart. There will be no cost-of-living adjustments during the term of the contract. The County has the right to re-negotiate contract rates downward consistent with County budget reductions, should they occur.

Effective July 1, 2013 through June 30, 2016, County shall compensate Contractor monthly, in arrears, for the actual volume of units of service provided at the firm fixed rates per unit of service as indicated in C, Pricing Sheet.

5.2 Method of Payment

Payment of the Firm Fixed Rate per Unit of Service specified in Exhibit C, Pricing Sheet and Contract Section 5.0, Contract Rate, shall be made monthly in arrears based on the actual volume of units of service provided during the service month. The monthly charge per each category of service shall equal the Firm Fixed

Rate per Unit of Service multiplied by the number of units of service provided during the service month. The monthly charge for each category of service shall then be added together for the total monthly charge.

5.2.1 Contractor shall bill County for storage costs for continuing inventory based on the actual number of Boxes in storage at Contractor's storage facility on the last day of the calendar month prior to the month for which services were provided. (For example, for the service month of July 2013, Contractor shall bill for the actual number of Boxes in storage at Contractor's facility on June 30, 2013).

5.2.2 Contractor shall not prorate storage charges for new Boxes received (i.e., Boxes of GR/NAFS OR GR/NACF Case Records/Documents, IHSS Timesheets, Court/Audit Cases) or Boxes created as new Case Records/Special Investigation Records that are received effective July 1, 2013) during the service month. Rather Contractor shall bill for a full month's storage on all Boxes received or created on or before the 15th of the service month, and no monthly storage charge for those received or created on or after the 16th of the service month.

5.2.3 Contractor shall add continuing inventory and new inventory numbers together (i.e., the continuing inventory and the new inventory as detailed in paragraphs 5.2.1 and 5.2.2 above) and shall deduct from the total, and not bill County for the following:

5.2.3.1 Contractor shall deduct and not bill County for the number of Boxes permanently removed from the inventory (i.e., for destruction, or for any other reason, as determined by County) on or before the 15th of the month.

5.2.4 Contractor shall bill one fee only for the processing of a duplicate record, as outlined in Statement of Work, Section 4.0 Specific Tasks, Subsection 4.3.4, regardless of the number of records combined in one transaction.

5.2.4.1 Contractor shall not charge a data entry fee when updating the inventory system to reflect that records have been combined as a result of duplicate processing.

- 5.2.4.2 Contractor shall not charge both a fee for processing a new case record into storage and a duplicate record fee on the same case record. A fee shall be charged for duplicate processing when it is determined a record being sent to storage must be combined with an existing record in storage.

5.3 Invoicing

Contractor shall prepare and submit monthly invoices, in the format and categories outlined in Exhibit B, SOW, Technical Exhibits B-3, B-4 and B-5, Sample Invoices Format, each in an original and one copy, to the County Contract Administrator within 15 calendar days following the end of the month in which services were provided or payment may be delayed.

Each invoice shall be supported by back-up documentation to validate the invoice amounts. This documentation shall include, but not be limited to, the following:

- County Transmittal Forms documenting new Case/Special Investigation Records and Boxes received from County offices for the service month;
- County Transmittal Forms documenting Refilled Case/Special Investigation Records and Boxes received from County offices for the service month; and
- Contractor Delivery Manifests (supported by County Retrieval Request documentation) listing all Case/Special Investigation Record and Box retrievals requested, retrieved and delivered, including all emergent deliveries and undeliverable retrieval requests.

5.3.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit C - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.3.2 The Contractor's invoices shall be priced in accordance with

Exhibit C, Pricing Sheet.

5.3.3 The Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.3.4 All invoices under this Contract shall be submitted in two copies to the following address:

Department of Public Social Services
Contract Management Division/Section II
County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

5.4 Payment Processing

Payment to the Contractor will be made monthly in arrears at the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. County will not be liable for invoices submitted more than one year after services are rendered. Contractor will not be reimbursed by the County for those services.

5.4.1 Contractor shall prepare and submit a monthly invoice for Case Record Storage and Retrieval Services as per Exhibits B-3, B-4 and B-5 to this Contract, Sample Monthly Invoice Format. Each invoice shall be submitted in an original and one copy, along with the Monthly Management Report (MMR) and supporting documentation, to the County Contract Administrator (CCA) designated in Exhibit Q within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Invoice shall be sent to:

Department of Public Social Services
Contract Management Division/Section II
County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

5.4.2 The County shall review the invoice/Exhibit and make payment adjustments as allowed by Contract (i.e., for deductions, etc.) and authorize payment of an accurate

invoice as soon as possible after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within 30 days from receipt of an invoice that is accurate as to form and content.

- 5.4.3 For invoicing purposes, the Contractor shall clearly identify this Contract as "Case Record Storage and Retrieval Services."
- 5.4.4 The County may delay the last payment due hereunder until six months after the termination of the Contract. The Contractor shall be liable for payment on 30 days written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.
- 5.4.5 If this Contract is awarded to a Federal, State or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.
- 5.4.6 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.4.7 The County shall not be liable for billings submitted one year or more after any services rendered under this Contract.
- 5.4.8 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4.9 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Section 8.0, Terms and

Conditions, Subsection 8.52.8 herein, and Exhibit Q, County's Administration.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

6.0 ADMINISTRATION OF CONTRACT – COUNTY

County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit Q, - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- Meeting with Contractor's Contract Manager on an as needed basis;

- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Informing the Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

The County's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.2 Contract Program Monitor

The County's Contract Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Program Monitor reports to the County's Contract Administrator.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

- 7.1.1 The Contractor's Contract Manager is designated in Exhibit R, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator Manager and County's Contract Program Monitor on a regular basis.
- 7.1.3 Contractor's Contract Manager must have a minimum of three years' experience performing services required in this Contract, **or** have experience substantially similar to these services. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.4 Contractor's Contract Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.
- 7.1.5 In addition, Contractor is required to submit annually the documentation of its legal identity to the CCA.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

7.3 Other Contractor Personnel

Contractor shall provide supervisory, administrative, and direct services personnel to accomplish the services required under this Contract.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time of removal from the County Contract.

7.4.3 If County requests the removal of Contractor's staff from the performance of services under this Contract or otherwise working on this Contract, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of

Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the

preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf provisions of this Contract.

Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit U.

- 7.6.3 By State law, including without limitation Welfare and Institutions Code (hereinafter *W&I Code*) sections 10850 et seq. and 17006, all of the case records, computer records, and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County DPSS so designated without written authorization from DPSS.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Assignment and Delegation

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to

give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

8.5 Change of Address

Either party can designate a new address by giving ten days prior written notice to the other party as referenced in Subsection 8.46.

8.6 Change Notices and Amendments

- 8.6.1 The County reserves the right to initiate Change Notices that do not materially change the scope of work, term, Contract Rates, payment terms or any other term or condition under this Contract. All such changes shall be accomplished with a Change Notice signed by the Contractor and by the Director or designee.
- 8.6.2 For any change which affects the scope of work, term, Contract Rates, payment terms, or any other term or condition under the Contract, an Amendment shall be prepared and executed by the Contractor and by the County.
- 8.6.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Contract shall be prepared and

executed by the Contractor and by the County Contract Administrator

8.6.4 The Department Head or his/her designee or Board of Supervisors), may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County.

8.7 Child/Elder Abuse/Fraud Reporting

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *W&I Code section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.8 Collective Bargaining Contract

To comply with California Department of Social Services Regulations (CDSS), Operations Manual Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

8.9 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.9.1 Within 15 days business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.9.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.9.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.9.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.9.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five business days of receiving the complaint.
- 8.9.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.9.7 Copies of all written responses shall be sent to the County's Project Manager within three business days of mailing to the complainant.

8.10 Completion of Contract

Prior to the expiration of this Contract, the Contractor shall allow County or the newly selected Contractor, a minimum of 60 calendar days transition period, to ensure the orderly transition of the Contractor's services to the County or the newly selected Contractor without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold up to one hundred percent (100%) of the last two months' payments owed Contractor.

8.11 Compliance With Applicable Laws

- 8.11.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Service (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246
Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits.
11. Federal regulations governing TANF

8.11.2 Contractor shall maintain all licenses required to perform the Contract.

8.11.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.11 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County

shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.12 Compliance With Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit N, Contractor's EEO Certification.

8.13 Compliance With The County's Jury Service Program

8.13.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Ordinance") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made a part of this Contract.

8.13.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Ordinance (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service.

The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.14 Compliance with Wage and Hour Laws/Fair Labor Standards Act

The Contractor shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.15 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of the Contract. The Contractor shall cause each employee performing services covered by the Contract to sign and adhere to Contract Exhibit U, "Contractor Employee Acknowledgment and Confidentiality Contract." Contractor shall also abide by provision regarding the shredding of confidential documents as referenced in Subsection. 8.65 of this Contract.

8.16 Conflict of Interest

- 8.16.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation,

of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.16.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.17 Consideration of Hiring County Employees Targeted for Layoff/ or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.18 Consideration of Hiring GAIN/GROW Program Participants

8.18.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.18.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.19 Contractor Responsibility and Debarment

8.19.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.19.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.19.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.19.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for

reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.19.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.20 Contractor's Acknowledgement of County's Commitment to the Safely Surrender Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster as set forth in Exhibit G of this Contract in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.21 Contractor's Charitable Activities Compliance

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable

contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Contract Exhibit S, Charitable Contribution Certificate, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

8.22 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

8.22.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.22.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.23 County Quality Assurance Plan

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.24 Damage to County Facilities, Building or Grounds

8.24.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.24.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.25 Disputes

Any disputes between the County and the Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.26 Disclosure of Information/Publicity

Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

8.26.1 Contractor shall develop all publicity material in a professional manner.

8.26.2 During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other

materials, using the name of the County without the prior written consent of the Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or Participant of services provided by DPSS.

- 8.26.3 Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.26 shall apply.

8.27 Employment Eligibility Verification

- 8.27.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.27.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.28 Employee Safety

The Contractor will assure that the Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.
-

8.29 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.6, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.30 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.31 Fiscal Accountability

8.31.1 Accounting

The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis.

8.31.2 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Case Record Storage and Retrieval services provisions and regulation), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

8.31.3 Commingling of Funds

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor.

8.31.4 Contractor shall comply with Auditor Controller Contract Accounting and Administration Handbook.

8.31.5 Disallowed Costs

The County may withhold payments if the Contractor has failed to refund unspent funds or funds spent for disallowed costs relating to any DPSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs.

8.31.6 Fiscal Policies/Procedures

The Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

8.32 Force Majeure

8.32.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural

occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.32.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.32.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.33 Governing Law, Jurisdictions, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.34 Independent Contractor Status

8.34.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.34.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.34.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.34.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.35 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts ("County Indemnities"), elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities..

8.36 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.36 and 8.37 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.36.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, East Annex 2nd Floor
City of industry, CA 91746-3411
Attention: Leida Untoria, County Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.36.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.36.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.36.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.36.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.36.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.36.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.36.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional

insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.36.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.36.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.

8.36.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.36.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.36.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.36.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.37 **Insurance Coverage**

8.37.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.37.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.37.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.37.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- **Miscellaneous Coverage**

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

8.38 Liquidated Damages

- 8.38.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the

Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.38.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Rates; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this Contract, the Statement of Work and Technical Exhibit B-1, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.38.3 The action noted in sub-paragraph 8.38.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.38.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this

Contract provided by law or as specified in the PRS or subparagraph 8.38.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.39 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.40 Nondiscrimination and Affirmative Action

8.40.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.40.2 The Contractor shall certify to, and comply with, the provisions of Exhibit N, Contractor's EEO Certification.

8.40.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.40.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.40.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.40.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.40 when so requested by the County.

8.40.7 If the County finds that any provisions of this sub-paragraph 8.40 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.40.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.41 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.42 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.43 Notice of Disputes

The Contractor shall bring to the attention of the County's Contract Administrator and/or County's Contract Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or County's Contract Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

8.44 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.45 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.46 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit Q, County's Administration and Exhibit R, Contractor's Administration. Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.47 Prohibition Against Inducement to Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or

agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.48 Public Records Act

8.48.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 8.50 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.48.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.49 Publicity

8.49.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or

disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.49.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 8.49 shall apply.

8.50 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that any State or federal agencies and the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.50.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.50.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.50 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.50.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.51 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.52 Subcontracting

- 8.52.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County** for the purposes of this sub-paragraph, County advance approval shall require a written Amendment to this Contract, which is formally approved and executed by the parties, prior to any work being done by subcontractor. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.52.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.52.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.52.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.52.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.52.6 The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.52.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.52.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
 Department of Public Social Services
 Contract Management Division
 12900 Crossroads Parkway South, East Annex 2nd Floor
 City of industry, CA 91746-3411

Attn: County Contract Administrator, (Exhibit Q)

before any Subcontractor employee may perform any work hereunder.

- 8.52.9 In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.53 Termination For Breach Of Warranty To Maintain Compliance With County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.22 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.55 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.54 Termination for Convenience

- 8.54.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.
- 8.54.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

- 8.54.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.50, Record Retention AND Inspection/Audit Settlement.

8.55 Termination For Default

- 8.55.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.55.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.55.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.55.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.55.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.55.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.55, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.55, or that the default was excusable under the provisions of sub-paragraph 8.56.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.54 - Termination for Convenience.

8.55.5 The rights and remedies of the County provided in this sub-paragraph 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.56 Termination For Improper Consideration

8.56.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.56.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper

consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.56.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.57 Termination For Insolvency

- 8.57.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

- 8.57.2 The rights and remedies of the County provided in this subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.58 Termination For Non-Adherence to County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.59 Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.60 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.61 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.61 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.62 Warranty Against Contingent Fees

8.62.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.62.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.63 Warranty Of Compliance With County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.64 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.63 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.65 Shred Confidential Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law, including but not limited to Welfare & Institution Code sections 10850 and 17006, relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.50 of this Contract are to be maintained for a period of five years or longer if required by law

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Contractor's Obligations As A "Business Associate" Under Health Insurance Portability And Accountability Act Of 1996 (HIPAA) And The Health Information Technology For Economic And Clinical Health Act (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit K in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.2 Ownership Of Materials, Software And Copyright

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Administrator as proprietary or confidential, and

shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this sub-paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright And Trade Secret Indemnification

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf on the ____ day of _____, 2013 by the Director of the Department of Public Social Services or designee and the Contractor has subscribed the same through its authorized officer. The person(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor and that he or she holds the stated position noted below.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

CONTRACTOR NAME

By _____
Tom McGovern
President

By _____
Treasurer of Board of Directors

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Melinda White -Svec, Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support, achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's Goal 3) Integrated Service Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. This requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 SCOPE OF WORK OVERVIEW

Contractor shall provide all personnel, space, telephone services, utilities, equipment, vehicles, services, supplies, forms and any other items necessary to maintain control and accountability to provide necessary services described in Section 5.0, Specific Tasks, hereunder. In addition, Contractor shall add any additional category of cases, records or documents the County deems necessary and provide storage and pick-up and delivery as directed by County. Contractor must perform to the standards set forth in SOW Technical Exhibit B-1, Performance Requirements Summary, hereunder.

1.1 Contractor Personnel

A. Contract Manager

The Contractor will provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contractor Manager, or his/her alternate, shall:

- Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

B. Other Contractor Personnel

The Contractor will:

Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

- Be responsible for removing and replacing, within 24 hours, any Contractor employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested

to do so by the County Contract Administrator. Such a request will come from the County Contract Administrator and will be consistent with Exhibit S, Contract Section 7.0, Administration of Contract - Contractor.

- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the Contract.
- Ensure all Contractor personnel meet the minimum requirements outlined in the RFP, Section 1.5 and 3.12.8. Additionally, the Contractor will ensure that all staff meets the minimum requirement listed in Exhibit B, Statement of Work, Contractor's Personnel, Section 1.1 and Specific Task and Deliverables, Section 4.0.
- Ensure there is sufficient staff to provide the services required by this Contract.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

1.2 Quality Control

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- A method for assuring that professional staff rendering services under this Contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- A commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.
- The method of safeguarding the integrity of the County's case records/documents by actively preventing against all forms of fraud.

1.3 Hours of Operation

Contractor will be available during County's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to County inquiries and to provide case storage and retrieval services. County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County and approved by the County.

Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

Government Observations

Federal, State, County and/or research personnel, in addition to DPSS Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor's performance.

2.0 COUNTY FURNISHED ITEMS

2.1 Cultural Awareness/Sensitivity Training

County will provide cultural awareness and sensitivity training materials to Contractor staff as appropriate.

2.2 Civil Rights Training

County will provide Civil Rights training materials to Contractor staff as appropriate.

2.3 Child Abuse Training

County will provide Child Abuse training materials to Contractor staff as appropriate.

2.4 Elder Abuse

County will provide Elder Abuse training materials to Contractor staff as appropriate.

2.5 County Furnished Materials

2.5.1 County shall provide a list of County observed holidays.

2.5.2 County shall provide open and closed Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records/Documents, Boxes of Court/Audit Case Records and the boxes needed for ongoing storage of Case Records/Special Investigation Records.

2.5.3 County shall provide hiring guidelines for candidates with criminal convictions.

2.5.4 County shall provide the algorithm for conversion from Legacy to LEADER Case Number conversion.

2.6 Messenger Services for the Department of Children and Family Services

The County Department of Children and Family Services (DCFS) will provide all pick-up and delivery services from Contractor's site to DCFS sites, except that, if Case Records are stored in a remote location, Contractor shall deliver such archive Case Records from the remote location to the requesting DCFS office.

3.0 CONTRACTOR FURNISHED ITEMS

Contractor shall furnish all personnel, equipment and supplies (with exception of Boxes provided by County under Statement of Work, Subsection 2.5.2, County Furnished Materials) to perform all services required by this Contract and shall adhere to all requirements imposed on Contractor by this Contract.

3.1 Personnel

3.1.1 Contractor shall provide all personnel, including supervisory and administrative staff to execute all terms of this Contract.

3.1.2 For three months prior to the expiration or cancellation of this Contract, Contractor shall provide, without additional cost to County, the normal services of the Contractor's Contract Manager, Quality Control lead person and/or supervisors to ensure a smooth transition from Contractor provided services back to County or another Contractor. (See Contract, Standard Terms and Conditions, Section 8.0, and Subsection 8.10, Completion of Contract).

3.1.3 Contractor shall conduct, at no cost to County, criminal background checks to ensure all Contractor employees working on this contract has no convictions for the following offenses:

- Blackmail;
- Bribery;
- Burglary;
- Crimes Against Children and Elders;
- Embezzlement, including theft of public funds;
- Extortion;
- Falsification of Financial Statements and/or Public Records;
- Forgery;
- Grand Theft;
- Mass Murder;
- Rape, including Sexual Battery;
- Robbery;
- Sale of Narcotics and/or Dangerous Drugs (includes intent to sell); and
- Welfare fraud

3.1.4 Contractor shall ensure messengers provided for pick-up and delivery services, and personnel who directly interact with County employees, shall at a minimum, be:

1. Able to fluently read, write, speak and understand English;

2. Able to communicate effectively, using good judgment and diplomacy;
3. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner;
4. Able to handle sensitive materials and perform confidential duties; and
5. Able to satisfy a background check.

3.2 Equipment, Supplies and Materials

Contractor shall provide all computers, telephones (including a separate line for Welfare Fraud Prevention and Investigation), photocopy equipment, vehicles, hardware, supplies and materials, and any additional items of equipment necessary to meet work requirements under this Contract, with the exception of Boxes provided by County under Subsection 2.5.2, Materials. Equipment which Contractor must purchase in order to meet the work requirements under this Contract shall become County property upon expiration or termination of this Contract. (See Contract, Ownership of Materials, Software and Copyright, Section 9.3). Said equipment shall be delivered to County, on, or prior to, the expiration or termination of the Contract, as determined by County.

3.3 Storage Space

Contractor shall furnish sufficient storage space in a warehouse with a loading dock or an adequate shipping and receiving area and entrance. The facility shall contain state-of-the-art shelving and racks, which are securely fastened, to store and maintain all boxed Case Records and Documents; and shall be earthquake resistant and organized in a manner that allows safe and orderly access to records at any height or location. The warehouse facility must meet all applicable building code and zoning requirements.

3.4 Designated Site for Department of Children and Family Services (DCFS)

Contractor shall provide, within its facility, a designated area for County's DCFS messenger to pick-up and deliver Case Records retrieved and returned by that Department.

3.5 Physical and Access Security

Contractor shall provide for the security of the storage facility, County property (i.e., including, but not limited to, Case Records, all boxed Records/Documents and the Inventory System).

Contractor shall preserve County property and data from loss or damage through control of use and access to County property. Only Contractor -

authorized personnel shall handle and have access to County stored property, except for those persons otherwise authorized by County or who may gain access through the acts or omissions of County.

3.6 Inventory System

Contractor shall be required to provide an Inventory System that can convert and track two case numbers for one case record:

Contractor shall maintain a state-of-the-art Inventory System that will manage inventory in the following manner:

- Separate tracking for Case Records;
- Separate tracking for Boxes of IHSS Timesheets;
- Separate tracking for Boxes of GR/NAFS OR GR/NACF Case Records/Documents;
- Separate tracking for Boxes of Court/Audit Case Records, with the capacity to categorize and identify cases based on type of court or audit, as identified by County;
- Separate tracking for Special Investigation Records, subdivided into negative or positive, as identified by County. Contractor shall implement a system of tracking which prevents the accessing of a Special Investigation Record through the tracking of a Case Record;
- Contractor's system shall include, but not be limited to, safeguards in all areas to ensure against loss of, and provide for timely retrievals of, Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records/Documents, and boxes of Court/Audit Case Records;
- Contractor shall provide a system of tracking records that is capable of expanding, tracking, cross-referencing and reconciling additional classifications of Records as may be deemed necessary by County. The Inventory System shall be continuously updated with Case Record/Special Investigation Record/Box activity during the term of the Contract;
- Contractor shall provide a system that reconciles records that have been combined in a single location, eliminating the erroneous conclusion that a record is not on file or duplicating costs of searching for a record that has been combined; and
- Contractor shall provide a system that is capable of tracking two case numbers for one case record and that is capable of converting numeric

case numbers (old case numbers) to alpha numeric case numbers (new case numbers). NOTE: The County will provide the conversion algorithm.

Upon expiration of the Contract, or at any time upon request by County, Contractor agrees to provide County with one (1) copy of the DPSS Case Tracking data and one (1) copy of the DPSS Special Investigation Record Tracking data, including all case tracking data. In addition, Contractor shall provide County with data pertaining to the tracking of GR/NAFS OR GR/NACF, IHSS, Court/Audit boxes and any other Boxes similarly stored, which shall be provided in an electronic format acceptable to the County.

3.7 Posted Materials

Contractor shall post in its facility(ies), where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Service notices. Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

3.8 Training

3.8.1 Contractor shall provide training in all aspects of services provided in this Contract.

3.8.2 Contractor shall furnish Child Abuse, Elder Abuse, Cultural Awareness and Civil Rights training for all Contractor staff. The training shall be provided by Contractor utilizing County provided written materials and/or videos.

3.8.3 Contractor shall provide employee orientation and training that covers all aspects of Contract services.

4.0 SPECIFIC TASKS AND DELIVERABLES

4.1 Initial Transfer, Inventory, Storage and Tracking of records and boxes for all Case Records

4.1.1 Contractor shall transfer to its facility(ies) all Open and Closed Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records currently stored at current Contractor's facilities. The current locations are: (1) 6277 Slauson Avenue, Los Angeles, California 90040 and (2) 5 Minson Way, Montebello, California 90640.

Contractor shall provide all trucks, material handling equipment, all labor to load Boxes for transit and to move Boxes, all labor to perform the initial inventory, all labor to record data into the Inventory System as necessary, and all labor to place boxes of Open and Closed Case Records, Special Investigation Records, IHSS Timesheets, GR/NAFS or GR/NACF Records, and Boxes of Court/Audit Case Records into storage at Contractor's facility(ies).

- 4.1.2 Contractor shall ensure, within the same database, separate storage and inventory tracking for each of the following categories as outlined below and subject to change depending on the County's needs and with no more than 30 days notification. Contractor shall add or delete categories of separate storage/tracking as deemed necessary by County.
- 4.1.3 Contractor shall ensure separate storage and inventory tracking for each of the following categories as outlined below:
 - a. Separate tracking for Open and Closed Case Records, with open case records stored separately from closed case records (i.e., open case records shall not be stored in the same box as closed case records);
 - b. Separate storage/tracking for Special Investigation Records, subdivided into positive and negative findings (i.e., positive findings shall not be stored in the same box as negative findings);
 - c. Separate storage/tracking for Boxes of GR/NAFS or GR/NACF Case Records/Documents;
 - d. Separate storage/tracking for Boxes of IHSS Timesheets; and
 - e. Separate storage/tracking for Court/Audit Case Records.
- 4.1.3.1 Contractor shall provide tracking of Special Investigation Records in a manner that ensures a Special Investigation Record cannot be accessed through a Case Record request.
- 4.1.3.2 Contractor shall store Boxes of Court/Audit cases in separate categories, as directed by County, to identify the type of Court/Audit case. (i.e., Boxes of identified IHSS court cases shall be identified separately from Boxes of identified CalWORKs court cases on Inventory System to enable County to retrieve or destroy Boxes of Court/Audit cases by category).

- 4.1.3.3 Contractor shall add or delete categories of separate storage/tracking as deemed necessary by County.

4.2 Contractor Provided Messenger Pick Up and Delivery Service

4.2.1 Regularly Scheduled Pick-Up and Delivery Stops

Contractor shall provide messenger service for regularly scheduled Pick-Up and Delivery Stops to and from each County office listed in SOW Technical Exhibit B-7 (County Office Addresses). The frequency of the messenger service shall be every other workday at each of the County offices listed in SOW Technical Exhibit B-7 or as otherwise determined by County. Contractor's messenger shall arrive within one-half hour of the scheduled time for each County office. The list of facilities is subject to change periodically based on location changes and the needs of County.

- 4.2.1.1 At each County office, Contractor's messenger shall deliver any Withdrawn or Borrowed Case/Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Court/Audit Cases and pick up any Retrieval Requests.

- 4.2.1.2 Contractor's messenger shall accept Retrieval Requests for Special Investigation Records from and deliver Special Investigation Records only to Welfare Fraud Prevention and Investigations Section and/or the District Attorney's Office, as instructed by the CCA.

- 4.2.1.3 County staff at each office location shall bundle Case Records submitted for storage and submit the records to Contractor's messenger. Case Records shall be accompanied by a Transmittal Form as defined in Contract, Section 2.0, Definitions, listing each Case Record and identifying Case Number. County staff at District #372, Welfare Fraud Prevention and Investigation, and the District Attorney shall follow the same procedures for Special Investigation Records, and shall identify Records as either positive or negative.

- 4.2.1.4 County staff at each office location shall submit Boxes of IHSS Timesheets, GR/NAFS or GN/NACF and Court/Audit Cases with an identifying Box label attached to each Box to Contractor's messenger, accompanied by a Transmittal Form as defined in Contract Section 2.0, Definitions.

4.2.2 Changes to Pick-Up and Delivery Stops

County may make a deletion(s) from the list of regular Pick-Up and Delivery Stops, or may add to such list, an additional office(s) located in Los Angeles County, by giving written notice of such deletion(s) or addition(s) to Contractor, in which event Contractor will change delivery schedule to delete or add stops as requested by County.

4.2.2.1 The number of locations and/or addresses may fluctuate during the term of this Contract. Any such change resulting in a 10 percent increase or decrease shall require prior notification by County.

4.2.2.2 County has assigned each County office a unique two, three or four digit number as shown in SOW Technical Exhibit B-7, County Office Addresses. This number will be used by Contractor in identifying each County office; and therefore County agrees not to change any of said numbers without prior Contractor notification. County further agrees that any new County offices will be assigned a unique two, three or four digit number, and that Contractor shall be advised of each such new number to said office being included as a County office.

4.2.3 Emergent Delivery

In addition to the regular Pick Up and Delivery Stops, County may, from time to time, request by telephone that a Retrieved Case Record(s), Special Investigation Record(s), Box(es) of IHSS Timesheets, Box(es) of GR/NAFS OR GR/NACF Case Records/Documents or Box(es) of Court/Audit Case Records be delivered within one (1) workday to a specified County Office, in which case Contractor shall arrange for a special emergent delivery of the Record(s)/Box(es) to the County Office.

Contractor shall ensure that requests for emergent delivery are accepted only from authorized County employees, as specified in the Authorized Persons Listing provided to Contractor by County. Contractor shall further ensure no Retrieval Request (Emergent or Regular) is accepted for Special Investigation Records outside of authorized persons at Welfare Prevention & Investigations, District #372, and authorized District Attorney staff, each of whom shall be assigned a password.

4.2.4 Scheduled Route for Delivery and Pick-Up Stops

Contractor shall provide a copy of the scheduled route(s) of the messenger service to the County's Contract Administrator (CCA) prior to the Contract start date.

4.2.4.1 Contractor may change his scheduled routes at any time; however, Contractor shall notify the CCA in writing, at least one (1) business day prior to any such change.

4.2.4.2 The schedule of routes shall contain approximate arrival times at each County office. Contractor's messenger shall arrive within one-half (1/2) hour of the scheduled arrival time.

4.2.5 Minimum Number of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records/Documents, Boxes of Court/Audit Case Records for Pick-Up at Each Stop

4.2.5.1 Contractor's messenger shall pick-up at each County office all Case/Special Investigation Records and Boxes designated by County for pick-up. To the extent transport space prohibits the transport of all Case/Special Investigation Records and Boxes designated for pick-up, Contractor shall, at a minimum, transport the lesser of the actual number of Case/Special Investigation Records and Boxes designated for pick-up or 125 Records and 2 Boxes each of GR/NAFS OR GR/NACF Case Records/Documents, IHSS Timesheets, Court Case/Audit Case Records.

4.2.5.2 Contractor shall arrange for a special pick-up if a County office(s) has more records/boxes than can be accommodated during the regularly scheduled stop.

4.2.6 Case Records/Special Investigation Records/Box Count by Contractor's Messenger at Pick-Up Stops

4.2.6.1 Contractor's messenger shall count the number of Case Records/Special Investigation Records to be picked up at each location, ascertain that the Transmittal Form reflects the same number of Case Records/Special Investigation Records, and place the records in a locked and sealed container for transport to storage.

- 4.2.6.2 Contractor's messenger shall count the number of Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records/Documents and Boxes of Court /Audit Case Records at each location to ascertain that the Transmittal Form reflects the same number of Boxes.

4.3 Receipt, Storage, Retrieval and Refiling Requirements for Open and Closed Case Records and Special Investigation Records

4.3.1 Verification and Processing of Records Received

Contractor shall perform its verification at the Contractor's receiving facility. Any Case Records/Special Investigation Records which are not accurately described on the Transmittal Form shall be returned by Contractor to the sending County office with appropriate notation and without charge to County.

4.3.2 Processing Newly Received Case Records/Special Investigation Records

For all new Case Records and Special Investigation Records received at Contractor's facility, Contractor shall:

1. Assign a Receipt Date, which shall be the date the Contractor picks up the Record at the County office for processing at Contractor's facility;
2. Enter the Case Number, Case Name, Receipt Date, Close Date for Closed Case Records and Special Investigation Records (including negative or positive for Special Investigation Records), and the number of the County office from which the new record was received on Contractor's Inventory System;
3. Activate the Case Record convertor and search to ensure newly received cases are not known to the Contractor's data base; and if known and an open case, categorize case as a duplicate Case Record and follow procedures outlined in Subsection 4.3.4 herein below; and
4. Place the new record in storage, (when it is established the record is not already known to the system), separating records according to categories as follows:
 - a. Open Case Records
 - b. Closed Case Records

- c. Special Investigation Records, subdivided into negative and positive as identified by County.

4.3.3 Processing Borrowed Case Records/Special Investigation Records Received for Refiling

For all Borrowed Case Records/Special Investigation Records received at Contractor's facility for refiling, Contractor shall update Contractor's Inventory System to reflect return of the Borrowed Record and place it in storage. The Borrowed Record shall be returned to the same Box. In the event borrowed cases can no longer be replaced in the same Box because additional materials filed in the case prevent inclusion in the same Box, the Record shall be reboxed and the Inventory System updated to reflect the change.

4.3.4 Processing a Duplicate Case Record

For all Duplicate Case Records, Contractor shall pull the original Case Record, band the original and duplicate together and file. Additionally, when notified by County that the last Case Record is closed and there are no remaining Open Case Records, Contractor shall pull all other Case Records with the same Case Name and Number and band the case records together and file. The process described herein is more complex than receiving a new case record in that it involves pulling an existing record, combining it with a newly received record, reboxing as appropriate and annotating the Inventory System.

Contractor will be required to reconcile the combining of case records in one location, to eliminate an erroneous determination that a case record is not on file and eliminating the cost of data entry for cases which have been combined.

For purposes of this Section, a duplicate case record is defined as:

- Same Close Date as original Closed Case Record;
- Same Case Number as the original Open Case Record previously received for processing; or
- A Legacy Case Number (an old numeric case number) that has been converted to a LEADER case number (a new alpha numeric case number).

Contractor will be required to update the Inventory System as part of the duplicate processing, as appropriate, and to reconcile the combining of case records in one location to eliminate an erroneous determination that a Case Record is not on file and

eliminating the cost of data entry for cases which have been combined.

4.3.5 Storage of Case Records/Special Investigation Records

Contractor shall be solely responsible for the safe and confidential storage of all Case Records/Special Investigation Records from the time they are picked up from County offices until they are returned to a County office. All records shall be physically separated from the records of Contractor's other clients. Only Contractor -authorized personnel shall handle and have access to Case Records/Special Investigation Records.

4.3.6 Method of Storage

Case Records/Special Investigation Records shall be stored in boxes by Receipt Date in terminal digit order for Records with numeric Case Numbers and in terminal alpha order for Records that have alpha-numeric Case Numbers and shall be stored in separate boxes according to the following categories:

- a. Open Case Records
- b. Closed Case Records
- c. Special Investigation Records, subdivided into boxes of negative and positive, as identified by County.

Should Case Records be combined, and the Case Records include both a Legacy (numeric) Case Number and a LEADER (an alpha-numeric) Case Number, the LEADER alpha-numeric number will be the primary Case Number.

4.3.7 Changes in Storage Method

Any changes to the system described in Subsection 4.3.6 shall be approved in writing by the County Contract Administrator (CCA) prior to implementation. This will ensure a new Contractor will be able to assume this work, should it become necessary, at the termination or expiration of this Contract.

4.3.8 Retrieval and Delivery of Case Records/Special Investigation Records

Contractor shall be responsible for retrieval and delivery of requested Open and Closed Case Records and Special Investigation Records. Each batch of requested records delivered by Contractor shall be signed for by an authorized County employee on a Contractor provided delivery manifest. Special

Investigation Records may only be requested and received by authorized personnel at Welfare Fraud Prevention & Investigations and by authorized personnel at the Office of the District Attorney, and shall not be delivered to any other County location, unless Contractor is specifically directed to do so by the County Contract Administrator.

- 4.3.8.1 The signed delivery manifest, listing Records requested, retrieved and delivered shall be the basis for the monthly invoice from Contractor.
- 4.3.8.2 Retrieval Request Forms and all documentation of telephone calls from County authorized personnel requesting emergent Record retrievals shall be maintained to support the Records listed on the delivery manifest.
- 4.3.8.3 Retrieval Requests shall be in writing and shall come from County offices or special functions as listed in SOW Technical Exhibit B-7. Requests from other than those County offices or special functions listed in SOW Technical Exhibit B-7 shall be sent to Contractor by the CCA. County may periodically update the County offices and special functions listed in SOW Technical Exhibit B-7.

4.3.9 Retrieval Process

Contractor shall locate and pull each Case Record/Special Investigation Record for which a Retrieval Request Form has been received and update Contractor's Inventory System to show that the Record has been Borrowed or Withdrawn, the number of the County office which requested it, the date of the request, whether it is a Regular Retrieval Request or Emergent Retrieval Request, and the date the Record was sent out for delivery.

A retrieved Case Record/Special Investigation Record shall be treated as either Borrowed or Withdrawn as designated by County on its Retrieval Request Form. In the event no such designation is made by County, the Case Record shall be considered Withdrawn.

4.3.9.1 Data Entry

Contractor shall perform data entry for all Records listed on the DPSS Retrieval Request Forms unless the retrieval is rejected because it is illegible, inaccurate or incomplete.

4.3.9.2 Data Entry and Requestor Notification for Case Records Not Available for Retrieval

If a Case Record is not available to Contractor for retrieval processing because it is out to another district, there is another retrieval in process or the record is not on file, Contractor shall notify the requestor for each such record which cannot be retrieved. Contractor shall provide a specific reason for a record not being on file (i.e., Case Record has not been received into storage.)

4.3.9.3 Borrowed Case Record/Special Investigation Record

When a Case Record/Special Investigation Record is Borrowed, Contractor shall indicate such fact and shall continue to retain such record on the Inventory System. Borrowed records, when returned to Contractor, shall be refiled.

4.3.9.4 Withdrawn Case Records/Special Investigation Records

When a Case Record/Special Investigation Record is Withdrawn, Contractor shall indicate such fact on Contractor's Inventory System. If a Withdrawn Case Record/Special Investigation Record is returned to Contractor for storage, it shall be received and processed as new inventory. Contractor shall, when necessary, alter a Borrowed or Withdrawn designation as County determines the need to do so.

4.3.9.5 Regular Retrieval Requests

Contractor shall retrieve and deliver all Regular Retrieval Requests for Case Records/Special Investigation Records within three workdays after receipt of the request.

When County adds additional stops to Contractor provided messenger service with a frequency of other than every other day, Contractor shall deliver Records requested to these sites by the next scheduled delivery day.

4.3.9.6 Emergency Retrieval Requests

There may be occasional requests for emergency retrieval and delivery of Case/Special Investigation Records. Such Emergency Retrieval Requests shall be made by telephone or via fax by CCA or County office

designee. Contractor shall be responsible, in these instances, for retrieval and delivery of the Record the next workday to the requestor. Those Records being delivered to County offices that would receive delivery services the next day shall be included in the regular delivery. Those Records being delivered to County offices that would not normally receive delivery services the next day shall be delivered by a Contractor's messenger. Contractor shall receive a signed receipt which includes the time of delivery of the requested Record.

4.3.9.7 Case Record Requests Involving Multiple Close or Receipt Dates

County shall notify Contractor on the Case Retrieval Request when a Case Record request is for all Records stored for a particular Case Name and Number (may involve multiple close or receipt dates) by indicating the request is a normal request for a three-year search or specifying expanded search dates. These requests may be Regular or Emergent. Upon receipt of such request, Contractor shall search the database for all records received or closed within the last three years and deliver all Case Records identified for the Case Name and Number in question to the requestor.

Please note, Contractor is expected to efficiently reconcile Case Records as described in Subsection 4.3.4.

4.3.10 Department of Children and Family Services (DCFS) Requests

The Department of Children and Family Services may occasionally request DPSS archive Case Records which may contain a protective services component. As Contractor receives requests from DCFS, Contractor shall pull the Case Record on a Borrowed status and make the Case Record available for DCFS messenger pick-up. Upon notification from DCFS, the Contractor shall change the status to "Withdrawn."

Note: Contractor shall not accept any new Case Records from DCFS for storage.

4.3.10.1 Regular Retrieval and Delivery of Case Records for DCFS

County DCFS messenger shall deliver a list of requested Case Records identified by office site number to Contractor by 10:00 a.m. each workday. Contractor shall have these Case Records available for pick-up by DCFS' messenger either the same day at 4:00 p.m. or the following day by 4:00 p.m.

DCFS messenger shall return Case Records to Contractor for refiling or DCFS will notify Contractor to change the status of the case on its Inventory System to Withdrawn as specified in Subsection 4.3.9.4.

4.3.10.2 Emergent Retrieval and Delivery of Case Records for

County DCFS' authorized person who requests Case Records will verify whether the Case Record is in the Contractor's Inventory System and when the Case Record will be available for pick-up.

For these Case Records, retrieval shall be required within 24 hours of the request, or sooner. These Case Records will be picked up by DCFS' emergency messenger, which may be a different messenger than the regular DCFS' messengers.

4.3.11 **Department of Community and Senior Services (DCSS)**

The Department of Community and Senior Services (DCSS) Services may occasionally request storage for closed and suspended APS cases. Cases are stored for

As Contractor receives request from DCSS

4.3.11.1 Regular Retrieval and Delivery of Case Records for DCSS

County DCSS messenger shall deliver a list of requested Case Records identified by office site number to Contractor by 10:00 a.m. each workday. Contractor shall have these Case Records available for pick-up by DCSS' messenger either the same day at 4:00 p.m. or the following day by 4:00 p.m.

DCSS messenger shall return Case Records to Contractor for refiling or DCSS will notify Contractor to change the status of the case on its Inventory System to Withdrawn as specified in Subsection 4.3.9.4.

4.3.11.2 Emergent Retrieval and Delivery of Case Records for

County DCSS' authorized person who requests Case Records will verify whether the Case Record is in the Contractor's Inventory System and when the Case Record will be available for pick-up.

For these case requested on an emergent basis the Contractor will invoice DCSS any additional fees. Emergent cases shall be retrieved within 24 hours of the request, or sooner. These Case Records will be picked up by DCSS' emergency messenger, which may be a different messenger than the regular DCSS' messengers.

4.4 Receipt, Storage, Retrieval and Refiling Requirements for Boxes of In-Home Supportive Services (IHSS) Timesheets, Boxes of General Relief (GR) Non-Assistance Food Stamps (GR/NAFS) or General Relief (GR) Non-Assistance CalFresh (GR/NACF) Case Records/Documents and Boxes of Court/Audit Cases

4.4.1 Verification and Processing of Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records Received

Contractor shall verify receipt of Boxes at Contractor's facility. Any Box that is not accurately identified by the Box label attached to each Box shall be returned to the sending County office with appropriate notation and without charge to County.

4.4.1.1 The County's Transmittal Form(s) attached to the Boxes submitted by County for storage shall be the basis for monthly invoice from Contractor.

4.4.2 Processing Newly Received Boxes of IHSS Timesheets, New Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records

Contractor shall maintain separate physical storage on shelves and separate tracking on Contractor's Inventory System for Boxes of IHSS Timesheets, separate physical storage and tracking for Boxes of GR/NAFS or GR/NACF Case Records/Documents and separate physical storage and tracking for Boxes of Court/Audit Case Records (by court case and audit type).

4.4.2.1 Boxes of IHSS Timesheets

Each Box of IHSS Timesheets will be pre-labeled by County with information reflecting the Box contents (i.e.,

a two digit County office number, four digit year, two digit month, one digit pay period, four character alpha code and one digit Box designation). Contractor shall enter this alpha-numeric identification for Box contents on Contractor's Inventory System along with the Receipt Date and Contractor's Box Storage location identifier and place the Box onto shelving for storage.

4.4.2.2 Boxes of GR/NAFS OR GR/NACF Closed Case Records/Documents

Each Box of GR/NAFS Case Records/Documents will be pre-labeled by County with a unique number, not to exceed 12 characters, for identification purposes. Contractor shall enter this Box identification number on Contractor's Inventory System along with the Receipt Date and Contractor's Box storage location identifier and place the Box onto shelving for storage.

4.4.2.3 Boxes of Court/Audit Case Records

Each Box of Court/Audit Case Records will be pre-labeled by County with a unique number for identification purposes. Contractor shall enter this Box identification number on Contractor's Inventory System along with the Receipt Date and Contractor's Box storage location identifier and place the BOX onto shelving for storage. In addition to Boxes of Court/Audit Case Records being stored and tracked separately from Boxes of IHSS Timesheets and Boxes of GR/NAFS or GR/NACF Case Records/Documents, they shall also be stored separately by type of Court Case and Audit.

4.4.2.4 Storage of Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Cases

Contractor shall be solely responsible for the safe and confidential storage of all Boxes of IHSS Timesheets, all Boxes of GR/NAFS or GR/NACF Case Records/Documents and all Boxes of Court/Audit cases from the time they are picked up from County offices until they are returned to a County office.

All Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records shall be stored in an orderly manner with separate physical storage and tracking for

each category and separate physical storage and tracking for each subcategory under the Court/Audit Case Records category.

Any changes to the system described in this Subsection 4.4.2.4 shall be approved in writing by the CCA prior to implementation. Another Contractor must be able to assume this work, should it become necessary, at the termination or expiration of the Contract.

4.4.3 Retrieval and Delivery of Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records

Contractor shall be responsible for retrieval and delivery of requested Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records; and shall update Contractor's Inventory System to show that the Box has been Borrowed or Withdrawn, the number of the County office which requested it, the date of the request, whether it is a Regular Retrieval Request or Emergent Retrieval Request and the date the Box was sent out for delivery.

Each requested Box shall be signed for by an authorized County employee on a Contractor provided delivery manifest.

4.4.3.1 The signed delivery manifest, listing Boxes requested, retrieved and delivered shall be the basis for the monthly invoice from Contractor.

4.4.3.2 Retrieval Request forms and all documentation of telephone calls from County authorized personnel requesting emergent Box retrievals shall be maintained to support the Boxes listed on the delivery manifest.

4.4.3.3 Retrieval Requests for all Boxes shall be in writing and shall come from County offices or special functions as listed in SOW Technical Exhibit B-7. Requests from other than those County offices or special functions listed on SOW Technical Exhibit B-7 shall be sent to Contractor by the CCA. County may periodically update the County offices and special functions listed on SOW Technical Exhibit B-7.

4.4.3.4 Data Entry

Contractor shall perform data entry for all Boxes listed on Retrieval Request forms unless the Retrieval Request

is rejected because it is illegible, inaccurate or incomplete.

4.4.3.5 Data Entry and Requestor Notification for Boxes Not Available for Retrieval

If a Box is not available to Contractor for retrieval processing because it is: 1) Out to another County office, 2) There is another retrieval in process, or 3) The Box is not on file. Contractor shall notify the requestor for each such Box which cannot be retrieved and shall state the reason the Box cannot be retrieved. If the Box is not on file, Contractor shall specify the reason the Box is not on file (i.e., the Box was never received into storage).

4.4.3.6 Borrowed Boxes of Records/Documents

When a Box of Records or Documents is Borrowed, Contractor shall indicate such fact and shall continue to retain such record on the Inventory System. Borrowed Boxes, when returned to Contractor, shall be refilled.

4.4.3.7 Withdrawn Boxes of Records/Documents

When a Box of Records or Documents is Withdrawn, Contractor shall indicate such fact on Contractor's Inventory System. If a Withdrawn Box is returned to Contractor for storage, it shall be received and processed as new inventory. County shall, when necessary, alter a Borrowed or Withdrawn designation as County determines the need to do so.

4.4.3.8 Regular Retrieval Requests for Retrieval and Delivery of All Boxes of Case Records and Documents

Contractor shall retrieve and deliver Regular Retrieval Requests for Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records within three workdays after receipt of the request.

When County adds additional stops to Contractor provided messenger service with a frequency of other than every other day, Contractor shall deliver Boxes requested to these sites by the next scheduled delivery day.

4.4.3.9 Emergency Retrieval Requests for Retrieval and Delivery of All Boxes of Case Records and Documents

There may be occasional requests for emergency retrieval and delivery of a Box(es) of IHSS Timesheets, Box(es) of GR/NAFS or GR/NACF Case Records/Documents or Box(es) of Court/Audit Case Records. Emergency Retrieval Requests will be made by telephone or via fax by the designee at each County office listed on SOW Technical Exhibit B-7. Contractor shall, in these instances, be responsible for retrieval and delivery of the requested Box(es) the next workday. Those Boxes being delivered to County offices that would normally receive delivery services the next day shall be included in the regular delivery. Those Boxes being delivered to County offices that would not normally receive delivery services the next day shall be delivered by a Contract messenger. Contractor will receive a signed receipt which includes the time of delivery of the requested Boxes.

4.5 Release of Stored Records/Documents

Except for delivery of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records provided herein, or as otherwise expressly authorized by the CCA, or pursuant to a valid court order, Contractor shall not release a Case Record, Special Investigation Record, Box of IHSS Timesheets, Box of GR/NAFS or GR/NACF Case Records/Documents or a Box of Court/Audit Case Records, or any part(s) thereof, to anyone but an authorized County employee as specified in Subsection 4.4.3.3 above. If Contractor should be asked to accept a subpoena for a Case Record, Contractor shall notify the server of the subpoena that the Custodian of Records is located at the DPSS Headquarters office at 12820 Crossroads Parkway South, City of Industry, California 91746 and that the subpoena should appropriately be served to that address.

4.6 Permanent Removal of Stored Records/Documents

4.6.1 General

County shall provide for destruction of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS OR GR/NACF Case Records and Boxes of Court/Audit Case Records independent from this Contract. DPSS shall be responsible for said destruction throughout the term of the Contract.

IN NO EVENT SHALL CONTRACTOR, OR ANY OF CONTRACTOR'S AGENTS, DESTROY OR CAUSE TO BE

DESTROYED, ANY CASE RECORD, SPECIAL INVESTIGATION RECORD, BOX OF IHSS TIMESHEETS, BOX OF GR/NAFS OR GR/NACF CASE RECORDS/DOCUMENTS OR BOX OF COURT/AUDIT CASE RECORDS.

THE DEPARTMENT OF PUBLIC SOCIAL SERVICES RESERVES THE RIGHT TO REQUEST THE CONTRACTOR TO DESTROY CASE RECORDS SPECIAL INVESTIGATION RECORD, BOX OF IHSS TIMESHEETS, BOX OF GR/NAFS OR GR/NACF CASE RECORDS/DOCUMENTS OR BOX OF COURT/AUDIT CASE RECORDS, IF BY DOING SO RESULTS IN SAVINGS FOR THE COUNTY.

4.6.2 Retrieval of Stored Records/Documents for Destruction

Should it become possible for the County to destroy old Case Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents, Boxes of Court/Audit Case Records, County shall furnish Contractor with a computer listing or closing years of Closed Case Records or Box Identifier Numbers for Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents or Boxes of Court/Audit Case Records to be retrieved for destruction. If County requests destruction of old Case Records based on closing years, County may need to identify specific records for Contractor to retrieve, rebox and save from destruction.

Contractor shall provide County with a computer listing of all positive and negative Special Investigation records, upon County notification of pending record destruction. The County will review and notify Contractor of any specific records County wishes to exempt from destruction and Contractor shall retrieve, rebox and save those records from destruction.

4.6.2.1 Logistics of the destruction will be coordinated by the CCA. Upon request from DPSS authorized staff, Contractor shall locate and pull all County designated Case and Special Investigation Records and Boxes, update the Inventory System to show that such Records/Boxes have been removed and prepared for County pick-up at Contractor's loading dock.

NO DELETION OF INFORMATION SHALL BE MADE FROM CONTRACTOR'S INVENTORY SYSTEM IN CONNECTION WITH PERMANENT REMOVAL OF CASE OR SPECIAL INVESTIGATION RECORDS OR ANY BOXES.

4.6.3 Permanent Removal of Boxes Upon Termination or Expiration of the Contract

Upon termination or expiration of the Contract or upon demand from County, and with receipt of written instructions from County, Contractor shall identify, remove, palletize and stage on its loading dock (or shipping area) all Boxes of DPSS Case or Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS or GR/NACF Case Records/Documents and Boxes of Court/Audit Case Records in a manner acceptable to County, and at no cost to County, except as provided in Contract Section 8.0, Subsection 8.54 (Termination for Convenience of the County).

4.6.3.1 Contractor shall update its Inventory System to accurately reflect all Case and Special Investigation Records and all Boxes of IHSS Time Sheets, GR/NAFS or GR/NACF Case Records/Documents and Court/Audit Case Records placed on its loading dock for pick-up by County and provide County with an electronic listing of all such data in a readily readable file format.

4.6.3.2 Contractor shall assist and work with County and its designated movers in establishing and meeting transfer schedules and timetables. County, or County's designee, shall provide moving staff and necessary equipment to transfer its records off the Contractor's dock. (Contract Section 8.0, Paragraph 8.10, Completion of Contract).

4.7 **Performance Outcome Measures**

Consistent with the County's goal of administering programs and services with specific and measurable outcomes, these Contracted services include Performance Outcome Measures that are consistent with the County's organizational effectiveness goals.

The overall vision of the Case Record Storage and Retrieval Services Contract is to ensure that service delivery systems are efficient, effective and goal oriented and to help strengthen the County's fiscal capacity. The following goals were developed with this ultimate vision in mind.

4.7.1 Contractors shall ensure that 100 percent of pick-up and deliveries occur within ½ hour of the scheduled arrival time at each office location, for 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS OR GR/NACF Records/Documents, 6) Boxes of Court/Audit Case Records.

4.7.2 Contractor shall ensure that for 100 percent of the time, the lesser of the actual number of case records and boxes or 125 records and 2 boxes are picked up at each office location.

4.7.3 Contractor shall ensure that 100 percent of regular case requests are delivered in 3 workdays and that 100 percent of emergent requests are delivered in 1 workday.

The provisions of Subsections, 4.7.1, 4.7.2, 4.7.3, will be monitored for compliance by the CCA on a semi-annual basis. Penalties will be assessed for any unresolved instances of non-compliance as stated in SOW Technical Exhibit B.1, Performance Requirements Summary Chart.

4.8 Contingency Plan for Work Stoppage

In the event of any work stoppage caused by any labor dispute, Contractor shall continue all phases of the storage, retrieval, pick-up/delivery services specified herein.

4.9 Monthly Management Report

4.9.1 Contractor shall provide a monthly report, including but not limited to, workload statistics and documentation on the following, which shall be separately reported in the identified categories of 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS or GR/NACF Records/Documents, 6) Boxes of Court/Audit Case Records and 7) activity related to the Department of Children and Family Services. Each category shall be reported separately, shall be due the 15th of the month following the service month and submitted with Contractor's invoice and shall include, but not be limited to, the following:

- a. Number of requests for a Record or Box received (identified as either a regular or emergent request), number of Record/Box retrievals, number of duplicate case records and refiles; number of Records/Boxes undeliverable as Record/Box is out to another district or not on file, (with the reasons the Record/Box is not on file); number of special pick-ups and deliveries; number of Records and Boxes sent to Contractor for storage, number of Records stored in categories 1 through 3 above; number of boxes retained on Contractor's shelves in categories 1 through 6 above and number of special stops at County offices for special deliveries.
- b. Contractor's report for Department of Children and Family Services (DCFS) shall not include information on stops at DCFS facilities, on receipt of new cases, duplicate processing

or number of Boxes or Records stored on the shelves as this activity is not performed for DCFS.

- 4.9.2 Contractor shall perform periodic reconciliation of Open Case Records in storage to determine if any should be filed as Closed Case Records based on data provided by County in a mutually acceptable format.

4.10 Forms

Forms applicable to the Statement of Work are listed and described below. County shall notify Contractor on changes to forms or additional forms necessary to the performance of any resultant Contract before the Contract start date and shall notify Contractor of changes or additional forms which may take place after Contract start date. All forms listed are completed by County staff and forwarded to Contractor for required action (i.e., to receive and store, retrieve and refile a Case Record or Box).

4.10.1 Transmittal Forms

PA 6-1 Miscellaneous Transmittal Form, SOW Technical Exhibit B-8 Miscellaneous Transmittal, are used by the County to send new Case Records and Boxes to storage; and to transmit the return of Case Records and Boxes to storage.

Transmittal For Storage of Case Records, SOW Technical Exhibit B-10 is used by the County to send new Case Records, Boxes, Historical segments, and closed case records to storage.

This form is also used by County to request Boxes of IHSS Timesheets and to return Boxes of IHSS Timesheets.

4.10.2 Request to Borrow Case Record, Boxes, Documents and Timesheets

The PA 2241, Request to Borrow A Case Transmittal, is used by the County in the following manner:

1. PA 2241 - This form is used by County to request some case records and to notify Contractor to update the Inventory System to reflect a change from Borrowed to Withdrawn status.
2. PA 2241-1 - This form is used by County to borrow boxes of GR/NAFS OR GR/NACF Case.

5.0 GREEN INITIATIVES

- 5.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

- 5.2 Contractor shall notify County's Contract Administrator Manager of Contractor's new green initiatives prior to the contract commencement.

EXHIBIT B

STATEMENT OF WORK (SOW)

TECHNICAL EXHIBITS

TECHNICAL EXHIBITS B-1**1.0 PERFORMANCE REQUIREMENTS SUMMARY****1.1 INTRODUCTION**

This Performance Requirements Summary (PRS) displays the major services that will be monitored during the term of a resultant contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the Statement of Work, Exhibit A, and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the above mentioned sections. In any case of apparent inconsistency between required services or Standards as stated in the Statement of Work and Contract and this PRS, the meaning apparent in Statement of Work and Contract will normally prevail, as that is the intention of County. If any required service or Standard seems to be created in this PRS which is not set forth in Statement of Work and Contract, that apparent required service or Standard will not be a requirement on Contractor and will not be the basis of the assignment of any points, unless it is clarified in the contract that will result from this RFP. However, it is the responsibility of the Contractor to point out any such inconsistencies at the time of finalization of the contract. If any discrepancies are not resolved in the final contract, then the County Contract Administrator (CCA) will determine the interpretation and clarification of the matter(s) as any arise in the course of the contract. Because the provision of services to public assistance clients is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation for acceptable Standard should occur. It is the Contractor's responsibility to provide the services set forth in the Statement of Work, Exhibit A; which are summarized in the PRS.

Because the provision of case record storage and retrieval services is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County Contract Administrator by the Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work and summarized in the Performance Requirements Summary

TECHNICAL EXHIBITS B-1

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Exhibit and lists:

- This Contract's requirements considered most critical to acceptable Contract performance (Column 2 of chart).
- The Acceptable Quality Level (AQL) (Column 3 of chart).

1.3 QUALITY ASSURANCE

On no less than a semi-annual basis, the Contractor's performance will be compared to this Contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor performance.
- Review of computer-generated and manual reports and files.
- Participant/Community complaints and/or participant questionnaires.
- Participant interviews.
- Case reviews.
- Observation of Contractor operations.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the percent of discrepancies found during Contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if the corrective action is appropriate. The CDR is in SOW Technical B-2.

TECHNICAL EXHIBITS B-1

AQL's are defined in a variety of ways. An explanation of how AQL's are used is included in the Statement of Work, in the sections referenced in each of the standards listed on the PRS.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the

Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review by the County fail to meet the AQL, as defined for each standard in the Performance Requirement Summary Chart, SOW Technical Exhibit B-1 below.

1.6 REMEDY OF DEFECTS

Upon a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten business days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the Contract.

TECHNICAL EXHIBITS B-1

1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of the Contract, the County will have the option to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Require Contractor to implement a formal corrective action plan, subject to approval by County, for systematic, deliberate misrepresentations. This does not preclude County's right to terminate any resultant contract upon 30 days written notice with or without cause, as provided Contract, Section 8.54, Termination for Convenience of this Contract.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others because of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.
- Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.

TECHNICAL EXHIBITS B-1

PERFORMANCE REQUIREMENTS SUMMARY CHART

| PERFORMANCE INDICATOR | STANDARDS | ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL) | DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS |
|---|--|---|---|
| Contractor maintains QC Plan, monitors and reviews records. | QC Plan provided to CCA at Contract start-up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA. | 0% | \$10 per day late, \$10 per item deficient. |
| Separate storage and tracking maintained. | Contractor stores DPSS records separately from other customers. Contractor stores and tracks in the following six categories and adds or deletes categories as directed by County: 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records subdivided into negative and positive, 4) Boxes of GR/NAFS OR GR/NA CF Case Records/Documents, 5) Boxes of IHSS Timesheets and 6) Boxes of Court/Audit Cases, separated by type. | 0% | \$500 per month for integrated storage with other customers. \$5 per case record or box not stored by category; \$500 per month each month separate tracking not provided. |

TECHNICAL EXHIBITS B-1

| | | | | | |
|--|---|--|---|--|---|
| Compliance with All Laws | Standard Terms and Conditions, Section 8.12 | Document processing and retrieval | Exhibit A, Statement of Work, Sections 4.3 and 4.4 | Monthly Management Reports | Exhibit A, Statement of Work, Section 4.9 |
| Compliance with all laws outlined in standard terms. | | Record/Box processing, retrieval and refilling. | | Monthly Reports received timely. | |
| Compliance with EEO & Nondiscrimination, Civil Rights, Child/Elder Abuse Reporting Responsibilities. | | All records/boxes tracked on inventory system, stored in boxes and all boxes stored on shelves. Records/Boxes are processed correctly on Inventory System, retrieved timely and refiled correctly. | Duplicate records are reconciled to ensure record retrieval. | Monthly report received by the 15 th of each month, providing workload statistics and documentation on each of the six (6) categories of storage, as well as activity by the Dept. of Children and Family Services. | |
| 0% | | | 5% | 5% | |
| \$50 per each occurrence. | | Actual amount assessed by State or Federal audit for a permanently lost Case/Special Investigation Record up to \$12,500 or a minimum of \$20 per occurrence for a lost Record or Box. | \$25 per occurrence for late delivery of emergent or regular retrieval requests in excess of allowable deviation. | \$50 for each occurrence, in a Contract year, which exceeds the allowable deviation. | |

TECHNICAL EXHIBITS B-1

| | | | | | |
|--------------------------|---|--|---|----|--|
| Key Contractor Personnel | Exhibit A, Statement of Work, Section 1.1 | Contractor's Contract Manager and Alternate available. | Contractor provides Contractor's Contract Manager and alternate, who are available during normal working hours from Contract start-up, and who respond to County requests in Contract operation matters. | 5% | \$25 per occurrence which exceeds allowable deviation. |
| Confidentiality | Contract, Standard Terms and Conditions, Section 8.15 | Employees maintain confidentiality. | Each Contractor employee has signed Employee Acknowledgement & Confidentiality Agreements and maintains confidentiality in handling case records. | 0% | \$50 per occurrence. |
| Complaints | Contract, Standard Terms and Conditions, Section 8.9 | Contractor has procedures in place to receive, investigate and respond to user complaints. | Contractor has Submits, within 15 business days of Contract effective date, policy on handling complaints. Provides update to plans timely. Notifies CCA of status of investigations within 5 business days of receiving complaints. Provides copies of responses to complaints within 3 business days. | 5% | \$10 per occurrence which exceeds allowable deviation. |

TECHNICAL EXHIBITS B-1

| | | | | |
|--|--|---|----|----------------------|
| Consideration to Hire GAIN/GROW participants Contract, Standard Terms and Conditions, Section 8.18 | Active effort to consider GAIN/GROW participants for employment. | Contractor provides effort to consider GAIN/GROW participants for employment. | 0% | \$25 per occurrence. |
| Permanent Removal of Stored Records/Documents Exhibit A, Statement of Work, Section 4.6 | Contractor removes cases for destruction and at termination of contract. | Contractor stages requested inventory boxes on loading dock for destruction, as instructed by County. Inventory system updated, and records exempted from destruction are reboxed. Contractor works with County, at end of Contract, to transfer inventory. All inventory loaded on the dock, in keeping with timetables & Inventory System updated to reflect transferred records/boxes. | 0% | \$500 per workday. |
| Regular Pick-up and Delivery Stops and Emergent Delivery Exhibit A, Statement of Work, Sections 4.2.1, 4.2.3 and 4.2.5.1 | Messenger Provided Service | Messenger picks up and delivers records and documents within ½ hour of scheduled arrival time at each office location and picks up a minimum of all records and boxes at each location 125 records and 2 boxes at each office location. Regular request are delivered in 3 workdays and emergent requests are delivered in 1 workday. | 3% | \$10 per occurrence. |

TECHNICAL EXHIBITS B-1

| | | | | |
|--|---|--|----|---|
| Release of Records/Documents Exhibit A, Statement of Work Section 4.5 | Records/ Documents Released Authorized Personnel to | Contractor releases records/documents only to persons authorized at County office locations or otherwise by CCA or a valid court order. Subpoenas directed to DPSS headquarters. | 0% | \$50 per occurrence. |
| Performance Measures Exhibit A, Statement of Work Section 4.7 | Contractor ensures adherence to Performance Measures | Contractors shall ensure that 100 percent of pick- up and deliveries occur within ½ hour of the scheduled arrival time at each office location, for 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS OR GR/NACF Records/Documents, 6) Boxes of Court/Audit Case Records. Contractor shall ensure that for 100 percent of case the time, the lesser of the actual number of case records and boxes or 125 records and 2 boxes are picked up at each office location. Contractor shall ensure that 100 percent of regular case requests are delivered in three workdays and that 100 percent of emergent requests are delivered in 1 workday. | 5% | \$1000 per each performance measure not met for the semi-annual monitoring period |

TECHNICAL EXHIBITS B-2

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

 Signature of County Representative

 Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

 Signature of Contractor Representative

 Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

 Signature of County Representative

 Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBITS B-3

SAMPLE INVOICE FOR
OPEN, CLOSED & SPECIAL INVESTIGATION RECORDS
(EACH CATEGORY MUST BE INVOICED & REPORTED SEPARATELY)

Date _____

Invoice Month _____

| <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--|-----------------|-------------------|---------------|
| New Receipts | | | |
| Refiles | | | |
| Duplicate Processing Fee | | | |
| Regular Retrievals | | | |
| Emergent Retrievals | | | |
| Undeliverable Retrievals (Out to another district; not on file - give reason, i.e., box never received) | | | |
| Regular Delivery Stop (Every other day) | | | |
| Emergency Delivery Stop____ (Within one workday of request) | | | |
| Special Pick-Up/Delivery Stop | | | |
| Total Number - Box Retention | | | |
| Total Number - Record Retention | | N/A | N/A |

TOTAL AMOUNT DUE _____Prepared By _____
(Signature)

(Note: Each billed category shall contain back-up documentation. *Regular and Emergent Delivery stops are general service which does not need to be separated into categories. These services can be charged to the closed case record invoice along with documentation.)

TECHNICAL EXHIBITS B-4

SAMPLE INVOICE FOR IHSS TIMESHEETS, GR/NAFS OR GR/NACF & COURT CASE BOXES

(EACH CATEGORY OF BOXES MUST BE INVOICED SEPARATELY)

Date_____

Invoice Month_____

| <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|---|-----------------|-------------------|---------------|
| New Box Receipts | | | |
| Box Refiles | | | |
| Regular Retrievals | | | |
| Emergent Retrievals | | | |
| Undeliverable Retrievals (out to another district; not on file - give reason, i.e., box never received) | | | |
| Regular Delivery Stop (Every other day) | | | |
| Emergency Delivery Stop____ (Within one workday of request) | | | |
| Special Pick-Up/Delivery Stop | | | |
| Total Number - Box Retention | | | |

TOTAL AMOUNT DUE_____

Prepared By_____

(Signature)

(Note: Each category billed shall contain back-up documentation. *Regular and Emergent Delivery stops are a general service which does not need to be separated into categories. These services can be charged to the closed case record invoice along with documentation)

SOW TECHNICAL EXHIBITS B-5

SAMPLE INVOICE FOR DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Date _____

Invoice Month _____

| <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|--|-----------------|-------------------|---------------|
| Regular Retrieval | | | |
| Emergent Retrieval | | | |
| Refiles | | | |
| Undeliverable Retrievals (Out to another district; not on file - give reason not on file, i.e., case never received in storage) | | | |

TOTAL AMOUNT DUE _____

 Prepared By _____
 (Signature)

SOW TECHNICAL EXHIBITS B-6

ESTIMATED WORKLOAD

The case and record information provided in the table below are estimations for bid computation purposes only. The actual number may vary due to changes in the County, State and Federal policy changes. The County is unable to provide estimates for emergent case records request.

| SERVICE CATEGORY | FY 2011-2012 | As of December 2012 |
|---|--------------|---------------------|
| I. OPEN, CLOSED SPECIAL INVESTIGATION CASE RECORD STORAGE AND RETRIEVAL | | |
| Boxes (Stored Case Records) | 561,140 | 578,172 |
| Records in Storage | 10,088,384 | 10,492,732 |
| New Case Record Receipts | 56,010 | 561,169 |
| Case Retrievals (Regular and Emergent) | 2,002 | 1,345 |
| Case Records Undeliverable (Out to another district) | 293 | 198 |
| Duplicate Case Records Processed (Statistics incomplete as this area has been expanded) | 22,551 | 26,474 |
| Cases Refiled | 4,904 | 5,199 |
| II. STORAGE AND RETRIEVAL OF BOXES IHSS TIMESHEETS AND GR/NAFS OR GR/NACF | | |
| Boxes | 109,207 | 111,947 |
| New Box Receipts | 606 | 486 |
| Boxes Retrieved (Regular and Emergent) | 173 | 160 |
| Boxes Refiled | 235 | 194 |
| III. DEPARTMENT OF CHILDREN AND FAMILY SERVICES (DCFS) ACTIVITY | | |
| Retrievals (Regular and Emergent) | 2 | 0 |
| Refiles | 1 | 1 |
| IV. GENERAL SERVICES | | |
| Regular Pick-Up/ Delivery (within three days of request) | 742 | 742 |
| Emergent Pick-up/Delivery within one day of request) | 88 | 77 |
| Special Pick-Up /Delivery | 21 | 21 |

TECHNICAL EXHIBITS B-7

(Page 1 of 5)

COUNTY OFFICE ADDRESSES

| OFFICE # | OFFICE NAME | ADDRESS |
|----------|--|--|
| 001 | Northwest Region Chatsworth Adult Services | 21615 Plummer Street, Chatsworth, CA 91311 |
| 002 | Glendale Family Service Center | 4680 San Fernando Road, Glendale, CA 91205 |
| 003 | Pasadena District | 955 N. Lake Ave, Pasadena, CA 91104 |
| 004 | El Monte District | 3350 Aerojet Avenue, El Monte, CA 91731 |
| 005 | Belvedere Workforce Services | 5445 Whittier Blvd. 3 rd fl., Los Angeles, CA 90022 |
| 006 | Cudahy District | 8130 S. Atlantic Blvd. Bell, CA 90201 |
| 007 | South Special Aids | 17600 S. Santa Fe Avenue, Rancho Dominguez, CA 90221 |
| 008 | Southwest Special | 1819 W. 120 th St., Los Angeles, CA 90047 |
| 010 | Wilshire Special | 2415 W. Sixth Street, Los Angeles, CA 90057 |
| 011 | East Valley | 14545 Lanark Street, Panorama, CA 91402 |
| 012 | Exposition Park | 3833 South Vermont Ave 2 nd fl., Los Angeles, CA 90037 |
| 013 | Metro Family | 2615 S. Grand Ave. 6 th fl., Los Angeles, CA 90007 |
| 014 | Civil Center | 813 E. Fourth Place, Los Angeles, CA 90013 |
| 015 | Metro East | 4077 N Mission Road Los Angeles, CA 90032 |
| 016 | Medi-Cal Outreach East | 3400 Aerojet Ave 2 nd fl., El Monte, CA 91731 |
| 017 | Florence | 1740 E. Gage Avenue, Los Angeles, CA 90001 |
| 018 | USC Medical Center | 1200 N State Street Bldg 1.26, Los Angeles, CA 90033 |
| 019 | Pomona Adult Services | 360 E Mission Blvd. Pomona, CA 91766 |
| 020 | San Gabriel Assistance Payment | 3352 Aerojet Avenue, El Monte, CA 91731 |

TECHNICAL EXHIBITS B-7

(Page 2 of 5)

| | | |
|-----|--|---|
| 025 | USC-MC Pediatric Pavilion | 1200 N. State Street, Bldg, 1.26 Los Angeles, CA 90033 |
| 026 | Compton | 211 E. Alondra Blvd. Compton, CA 90220 |
| 027 | South Central | 10728 S. Central Avenue, Los Angeles, CA 90059 |
| 029 | USC Medical Center-Women | 1200 N. State Street Bldg 1.26 Los Angeles, CA 90033 |
| 030 | USC Medical Center-Psych | 1200 N. State Street Bldg 1.26 Los Angeles, CA 90033 |
| 031 | South Family Aids | 17600 S. Santa Fe Avenue, Los Angeles, CA 90221 |
| 032 | San Fernando Branch | 9188 Glenoaks Blvd. Sun Valley, CA 91352 |
| 034 | Lancaster | 349 East Avenue K-6 Lancaster, CA 93535 |
| 035 | Lancaster Adult Services | 335 East Avenue K-6 Lancaster, CA 93535 |
| 036 | Pomona | 2040 Holt Avenue Pomona, CA 91768 |
| 038 | Metro North | 2601 Wilshire Blvd. Los Angeles, CA 90057 |
| 040 | Norwalk | 12727 Norwalk Blvd. Norwalk, CA 90650 |
| 042 | Medi-Cal Outreach East | 3400 Aerojet Avenue El Monte, CA 91731 |
| 043 | Harbor General Hospital | 1000 W. Carson Street , Los Angeles, CA 90509 |
| 047 | Metro North Adult Services | 2707 S. Grand Ave 2 nd fl., Los Angeles, CA 90007 |
| 049 | Martin Luther King Hospital Medi-Cal Long Term Care | 12021 Wilmington Avenue, Los Angeles, CA 90059 |
| 050 | Palmdale GAIN Sub-Office | 1050 E. Palmdale Blvd. Palmdale, CA 93550 |
| 051 | Santa Clarita Branch | 27233 Camp Plenty Road, Santa Clarita, CA 91351 |
| 052 | GAIN Region II, West San Fernando Valley | 21415-B Plummer Street, Chatsworth, CA 91311 |
| 056 | GAIN Region III, Cal-LEARN Branch | 2255 N. Garey Avenue, Pomona, CA 91767 |
| 057 | GAIN Region III, San Gabriel Valley | 3216 Rosemead Blvd. El Monte, CA 91731 |

TECHNICAL EXHIBITS B-7

(Page 3 of 5)

| | | |
|---------|---|--|
| 058 | GAIN Region IV, Expo Park Office | 3833 South Vermont Avenue Los Angeles, CA 90037 |
| 060 | Rancho Park | 11110 West Pico Blvd. Los Angeles, CA 90064 |
| 062 | Paramount-Main | 2961 Victoria Street Compton, CA 90221 |
| 064 | Southeast GAIN Region VI | 5460 Bandini Blvd. Bell, CA 90201 |
| 065 | Olive View Medical Center | 14445 Olive View Drive, Sylmar, CA 91342 |
| 066 | Lincoln Heights | 4077 N Mission Road, Los Angeles, CA 90032 |
| 067 | Lancaster General Relief | 337 E. Avenue K-10 Lancaster, CA 93535 |
| 070 | Metro Special | 2707 S. Grand Ave 3 rd fl., Los Angeles, CA 90007 |
| 071(50) | East San Fernando Valley GAIN Region VII | 3307 N. Glenoaks Blvd 1 st fl. Burbank, CA 91504 |
| 073 | Glendale Adult Services | 3307 N. Glenoaks Blvd 2 nd fl. Burbank, CA 91504 |
| 074 | El Monte Adult Services IHSS Office #74 | 3400 Aerojet Avenue, El Monte, CA 91731 |
| 075 | La Cienega Adult Services | 9800 S La Cienega Blvd 10 th Fl. Inglewood, CA 90301 |
| 077 | South Adult Services | 12000 Hawthorne Blvd. "A" Hawthorne, CA 90250 |
| 080 | Medi-Cal Long Term Care | 17171 E. Gale Avenue, City of Industry, CA 91745 |
| 082 | West Valley | 21415-B Plummer Street Chatsworth, CA 91311 |
| 083 | South West Family | 8300 S Vermont Avenue Los Angeles, CA 90044 |
| 084 | Rancho Los Amigos Hospital Medi-Cal Long Term Care | 7601 Imperial Highway Downey, CA 90242 |
| 085 | Perinatal Clinic | 3400 Aerojet. El Monte, CA 91731 |
| 089 | Medi-Cal Mail in Processing | 2615 S. Grand Avenue, Los Angeles, CA 90007 |
| 090 | Northridge Medi-Cal Regional | 9451 Corbin Avenue Northridge, CA 91324 |
| 092 | Hawthorne Medi-Cal Regional | 12000 Hawthorne Blvd. Hawthorne, CA 90250 |

TECHNICAL EXHIBITS B-7

(Page 4 of 5)

| | | |
|-----|--|---|
| 095 | High Desert Hospital | 44900 N. 60 th Street West Lancaster, CA 93536 |
| 246 | Department of Children & Family Services | 9320 Telstar Avenue, Suite 216 El Monte, Ca 91731 |
| 300 | DPSS Administration West Government Inquiry & Response (VIP Hotline) | 12820 Crossroads Parkway S City of Industry, CA 91746 |
| 305 | Appeals and State Hearings | 3833 South Vermont Ave 4 th fl. Los Angeles, CA 90037 |
| 310 | Medi-Cal Program Section | 12900 Crossroads Parkway South- Main City of Industry, CA 91746 |
| 313 | Accounts Receivable Section | 3435 Wilshire Blvd. 8 th fl. Los Angeles, CA 90010 |
| 357 | Internal Affairs | 12440 East Imperial Hwy. 6 th Fl. Norwalk, CA 90650 |
| 359 | MIE | 3220 Rosemead Blvd. El Monte, CA 91731 |
| 371 | DA Welfare Fraud Unit | 5300 Harbor Street, Los Angeles, CA 90040 |
| 372 | WFP&I | 12000 Hawthorne Blvd. "A" Hawthorne, CA 90250 |
| 373 | BWS Line Operations Development Section | 9320 Telstar Avenue #156 El Monte, CA 91731 |
| 392 | Central Helpline (CCIR) West Annex | 12820 Crossroads Parkway South, City of Industry, CA 91746 |
| 401 | Van Nuys-APS* | 7555 Van Nuys Blvd. Van Nuys, CA 91405 |
| 419 | Glendora APS | 130 W. Route 66 Suite#224, Glendora CA 91740 |
| 428 | Civic Homeless Project-APS* | 813 E. Fourth Place Los Angeles, CA 90013 |
| 435 | Lancaster-APS* | 349 East Avenue K-6, Lancaster, CA 93535 |
| 449 | Mid-Wilshire- APS* | 532 S Vermont Avenue Los Angeles, CA 90020 |
| 458 | Westside Services Center- APS | 4300 120 th Street, Hawthorne, CA 90250 |
| 469 | Metro Adult – APS* | 2707 S. Grand Ave 2 nd fl. Los Angeles, CA 90007 |
| 473 | Pasadena – APS* | 532 E Colorado Blvd., 4 th Fl. Pasadena, CA 91106 |
| 474 | East Los Angeles – APS* | 133 North Sunol Drive, Los Angeles, CA 90063 |

TECHNICAL EXHIBITS B-7

(Page 5 of 5)

| | | |
|------|--------------------------------------|--|
| 476 | San Pedro APS | 769 W 3 rd . Street San Pedro, CA 90731 |
| 477 | Southside – APS* | 12700 South Avalon Blvd. Los Angeles, CA 90061 |
| 487 | Florence/Firestone – APS* | 12700 South Avalon Blvd. Los Angeles, CA 90061 |
| 505 | GAIN- Belvedere Sub-office | 5445 Whittier Blvd. 3 rd fl. Los Angeles, CA 90022 |
| 534 | GAIN, Lancaster | 1050 E. Palmdale Blvd. Palmdale, CA 93550 |
| 555 | GAIN, Santa Clarita | 21415-B Plummer Street Chatsworth, CA 91311 |
| 561 | GAIN Region V, South County | 2959 Victoria Street Compton, CA 90221 |
| 582 | GAIN, West Valley | 21415-B Plummer Street Chatsworth, CA 91311 |
| 584 | GAIN Region I, West County | 5200 W. Century Blvd. Los Angeles, CA 90045 |
| 882 | Workforce Services District/Medi-Cal | 21615 Plummer Street, Chatsworth, CA 91311 |
| 1069 | Centralized Timesheet Team | 2707 S. Grand Ave 2 nd fl. Los Angeles, CA 90007 |
| 4073 | Burbank - APS | 2501 W. Burbank Blvd. Burbank, CA 91504 |
| 4077 | Lawndale - APS | 4300 W. 120 th Street, “B” Hawthorne, CA 90250 |
| 9091 | X-Files Cases | 330 Arden Avenue, Suite 120 Glendale, Ca 91203 |
| 9092 | X-Files Cases | 11100 Valley Road Suite 209 El Monte, Ca 91731 |
| 9093 | X-Files Cases Vermont | 1205 N Vermont Avenue Los Angeles, Ca 90029 |
| 9094 | X-Files Cases | 6505 Wilshire Blvd, Suite 200 Los Angeles, Ca 90048 |
| 9095 | X-Files Cases | 517 W Glenoaks Blvd Glendale, CA 91202 |
| 9096 | X-Files Cases | 1530 James Wood Los Angeles, Ca 90015 |
| 9097 | X-Files Cases | 401 S Glenoaks Blvd. Burbank, Ca 91502 |

TECHNICAL EXHIBITS B-8

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES

MISCELLANEOUS TRANSMITTAL

| | | | |
|--|---|------------------------------------|---------|
| WRITE IN TITLE OF DOCUMENT TRANSMITTED | | | |
| TO: | | FROM | DATE: |
| EMPLOYEE NAME | # E E Y O L P M E | BRIEF DESCRIPTION IF APPLICABLE | REMARKS |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| RECEIVED BY: | | DATE RECEIVED: | |

76T589B PA 6-1 (REV. 6/73)

TECHNICAL EXHIBITS B-9

DEPARTMENT PUBLIC SOCIAL SERVICES

LOS ANGELES COUNTY

REQUEST TO BORROW CASE RECORD SEGMENTS TRANSMITTAL

Office / Facility Requesting: _____ Date: _____

Name of Requestor: _____

Open ☐Closing ☐

Closing Date: _____

| Check (✓) here for "Normal Request" (Last 3 years) | Closing Dates of All Segments | Case Number | Case Name (Last Name First) | File No of Requestor |
|---|----------------------------------|----------------|--------------------------------|-------------------------|
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
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| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |
| <input type="checkbox"/> | | | | |

Copies: Original and Copy
 Distribution: Original Contractor
 Copy: Primary Transfer Desk
 Retain: One Year

Approved By _____, Administrative Deputy

PA 2241

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Return Date _____
 (30 days after receipt of box)

REQUEST TO BORROW BOX(ES) OF CLOSED CASES OR BOX OF FORMS

Office Name Site# _____

Date: _____ File No. or Requestor: _____

REQUEST TO BORROW CLOSED CASE(S)

| | | | | | | | |
|-------------------|--|--|------------|-----------|------------|---|--|
| 1. CASE NAME: | | | | LEADER #: | | LEGACY#: | |
| DISTRICT OFFICE # | | | CODE FIELD | YEAR (YY) | MONTH (MM) | BOX # All BOXES REQUESTED <input type="checkbox"/> | |
| | | | | | | | |
| | | | | | | | |
| 2. CASE NAME: | | | | LEADER #: | | LEGACY#: | |
| DISTRICT OFFICE # | | | CODE FIELD | YEAR (YY) | MONTH (MM) | BOX # All BOXES REQUESTED <input type="checkbox"/> | |
| | | | | | | | |
| | | | | | | | |
| 3. CASE NAME: | | | | LEADER #: | | LEGACY#: | |
| DISTRICT OFFICE # | | | CODE FIELD | YEAR (YY) | MONTH (MM) | BOX # All BOXES REQUESTED <input type="checkbox"/> | |
| | | | | | | | |
| | | | | | | | |
| 4. CASE NAME: | | | | LEADER #: | | LEGACY#: | |
| DISTRICT OFFICE # | | | CODE FIELD | YEAR (YY) | MONTH (MM) | BOX # All BOXES REQUESTED <input type="checkbox"/> | |
| | | | | | | | |
| | | | | | | | |

One form can be used to request up to 4 boxes of closed cases. Complete the following for each box requested, the box number 1) obtained from the Box Index Tracking System, or 2) as shown on the "Document Box Label used to send the box to storage. If the Box # is not known or the requested is for QR-7 Monthly Report forms, complete the District Office #, Year (YY), Month (MM) and Form # fields. Leave the Box # field blank and check the "All BOXES REQUESTED"

 PA 2241-1 Distribution: Original Contractor Copy –Designated clerk/ Requestor

PRICING SHEET

PRICING SHEET

CASE RECORD STORAGE AND RETRIEVAL SERVICES

The undersigned offers to furnish all personnel, goods and services for Case Record Storage and Retrieval Services as detailed in the this Request for Proposals. The following firm fixed prices for the specified Service Categories as follows

| FIRM FIXED RATES PER UNIT OF SERVICE FOR THE TERM OF THE CONTRACT* ** | | |
|---|-------------|------------|
| I. CASE RECORDS/SPECIAL INVESTIGATION RECORD STORAGE & RETRIEVAL | RATE | PER |
| A. Receiving and Processing a New Record for Storage | \$ | |
| B. Processing a Duplicate Case Record | \$ | |
| C. Storage of a Box of Records (per Box of Records per month) | \$ | |
| D. Retrieval of a Record | \$ | |
| E. Refiling of a Record | \$ | |
| F. Data Entry per Record that is Undeliverable (retrieval not deliverable as record is out to another district) | \$ | |
| II. BOXES OF GR/NAFS OR GR/NACF CASE RECORDS, DOCUMENTS; IHSS TIMESHEETS AND AUDIT CASE RECORDS | \$ | |
| A. Receipt and Processing of a New Box for Storage | \$ | |
| B. Retrieval of a Box | \$ | |
| C. Refiling of a Box | \$ | |
| D. Storage of a Box of Records/Documents (per box per month) | \$ | |
| E. Data Entry per Box that is Undeliverable (box borrowed by another district) | \$ | |
| III. GENERAL SERVICES | \$ | |
| A. Pick-up/Delivery per Regular Stop (every other workday) | \$ | |
| B. Pick-Up/Delivery per Emergent Stop (within 1 workday of request) | \$ | |
| C. Permanent Removal of a Box for Destruction | \$ | |

*The same firm fixed rates apply to the Case Records borrowed and returned by the Department of Children and Family Services (DCFS). CONTRACTOR shall reflect DCFS charges separately from DPSS charges on the monthly invoice submitted to DPSS.

**The same firm fixed rates apply to the closed Case Records received from the Department of Community and Senior Services (DCSS). CONTRACTOR shall only show DCSS pick-up charges separately from DPSS charges on the monthly invoice submitted to DPSS.

FIRM FIXED PRICE FOR PERMANENT REMOVAL OF A BOX OF CASE RECORDS OR BOX OF DOCUMENTS FOR DESTRUCTION, INCLUDING UPDATING THE INVENTORY SYSTEM (In the event County is able to destroy records during the Contract Term): \$.

*No Cost of Living Increase shall be allowed for the term of the Agreement or any extension thereof.

This proposal shall remain firm and final for three hundred-sixty-five (365) days following the last day to accept proposals.

Signature of Authorized Agent

Date

Typed Name of Authorized Agent

Firm Name:_____

Firm Address_____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding 12 months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 205991

Obtain latest version from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723

www.babysafe.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafeinfo.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4088.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-0723
www.babysafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán todo lo posible para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Entonces pueden deberán llamar al Departamento de Servicios para Niños y Familiares (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otra persona lo haga si tiene *necesita legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé? No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Unos probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en basos públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Los padres pueden haber caído en su embudo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Hoy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; este servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adopción por el Departamento de Servicios para Niños y Familiares.



Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

Page 1 of 5

2.202.010 Findings and declarations.
2.202.020 Definitions.
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

Page 2 of 5

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

Page 3 of 5

responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

Page 4 of 5

- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

Page 5 of 5

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit S0).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.gov/charities/statutes.php/>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 2 of 2

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this subsection of this Exhibit P is for informational purposes only. Nothing contained in this subsection shall be construed as an endorsement by the County of Los Angeles of such organizations.

**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Page 1 of 3

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996**AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

- Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information.
Business Associate:

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information.
Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security

Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

- 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

protect against any further Breaches; and

- (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information Business

Associate shall provide such access for inspection of that Protected Health Information within two business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R.

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

§ 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10.

Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under herein Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on

HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996

behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulation.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

PROPOSER'S EEO CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CERTIFICATION | YES | NO |
|---|-------|-------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | () | () |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | () | () |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | () | () |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | () | () |

 Signature

 Date

 Name and Title of Signer (please print)

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| | | |
|----------------------------------|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| Solicitation For _____ Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding 12 months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: Melissa Garcia

Title: Supervising County Contract Administrator

Address: 12900 Crossroads Parkway South, City of Industry, 91746

Telephone: (562) 908-3546

Fax No.: (562) 908-0590

E-Mail Address: MelissaGarcia@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR:

Name: Leida Untoria

Title: County Contract Administrator

Address: 12900 Crossroads Parkway South, City of Industry, 91746

Telephone: (562) 908-3051

Fax No.: (562) 908-0590

E-Mail Address: LeidaUntoria@dpss.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S AGENCY'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S OFFICIAL AUTHORIZED TO SIGN CONTRACT AND BIND CONTRACTOR:****Name:** _____**Title:** _____**Address:** _____**Telephone:** _____**Fax No.:** _____**E-Mail Address:** _____**CONTRACTOR'S CONTRACT MANAGER:****Name:** _____**Title:** _____**Address:** _____**Telephone:** _____**Fax No.:** _____**E-Mail Address:** _____**Notices to Contractor shall be sent to the following:****Name:** _____**Title:** _____**Address:** _____**Telephone:** _____**Fax No.:** _____**E-Mail Address** _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

| | | |
|--|-----------------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | Email address: | |
| Solicitation/Contract For _____ Services: | | |

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|--------------------|---------------|
| Print Name: | Title: |
| Signature: | Date: |

Date: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Contract.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

CONFIDENTIALITY CONTRACT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Contract as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this Contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Contract.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY CONTRACT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Contract as a condition of my work to be provided by my employer for the County. I have read this Contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this Contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality .

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Contract between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY CONTRACT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this Contract as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this Contract and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this Contract by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____